

**BEFORE THE  
U.S. DEPARTMENT OF TRANSPORTATION  
WASHINGTON, D.C.**

Joint Application of:

**American Airlines, Inc.**

and

**Aer Lingus Limited**

For blanket statements of authorization under 14 C.F.R.  
part 212 (reciprocal codesharing)

DOT-OST-2000-6728

Application of:

**American Airlines, Inc.**

For an amended exemption under 49 U.S.C. § 40109  
(third-country codesharing authority)

DOT-OST-2009-0337

**Joint Application of American Airlines, Inc. and Aer Lingus Limited  
for Blanket Statements of Authorization and an Amended Exemption**

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January 27, 2022

**NOTICE: The Joint Applicants request expedited approval of this Joint Application. They will poll the U.S. carrier representatives served with this Joint Application and notify the Department promptly of the results upon completion.**

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January 27, 2022

**Joint Application of American Airlines, Inc. and Aer Lingus Limited  
for Blanket Statements of Authorization and an Amended Exemption**

American Airlines, Inc. (and its affiliates, Envoy Air, Inc., PSA Airlines, Inc. and Piedmont Airlines, Inc.) (“American”) and Aer Lingus Limited (together, the “Joint Applicants”) hereby apply for the authorities listed below in order to permit the Joint Applicants to implement reciprocal blanket codeshare services. Specifically, the Joint Applicants request:

- (a) a blanket statement of authorization to American, pursuant to 14 C.F.R. Part 212, to the extent necessary to authorize American to display Aer Lingus’ “EI\*” designator code in conjunction with foreign air transportation of persons, property, and mail on flights operated by American between any points in the United States and from any point or points behind the United States via the United States and intermediate points to any point or points in any Member State or States of the European Union and beyond;
- (b) a blanket statement of authorization to Aer Lingus, pursuant to 14 C.F.R. Part 212, to the extent necessary to authorize Aer Lingus to display American’s “AA\*” designator code in conjunction with foreign air transportation of persons, property, and mail on flights operated by Aer Lingus between any points in the European

Union and from any point or points behind the Member States of the European Union via the Member States and intermediate points to any point or points in the United States and beyond; and

- (c) an amendment to American's third-country codesharing exemption under 49 U.S.C. § 40109, which the Department of Transportation ("Department") granted to American in Docket DOT-OST-2009-0337, to the extent necessary to add Aer Lingus to the list of foreign air carriers with which American has codeshare authorization and to permit American to display the "AA\*" designator code on flights operated by Aer Lingus.

The Joint Applicants request that, consistent with Department practice, the blanket statements of authorization remain in effect for an indefinite period and that the amended exemption remain in effect for a period of at least two years.

The Joint Applicants respectfully request expedited treatment of this Joint Application and a waiver of the Department's 45-day advance filing requirement for statements of authorization. The Joint Applicants will poll the carrier representatives served with this Joint Application and advise the Department of the results as soon as possible.

In support of this Joint Application, the Joint Applicants state as follows:

1. The Joint Applicants have entered into a reciprocal codeshare agreement under which, among other things, the Joint Applicants agreed to mutually designate certain flights on which American will display Aer Lingus' "EI\*" designator code and Aer Lingus will display American's "AA\*" designator code. The flights will be between the United States and the European Union, via intermediate points, and points beyond, thus extending the range of American's and Aer Lingus' services to the mutual benefit of the traveling and shipping public and the Joint Applicants. A copy of the agreement, with sensitive commercial terms redacted, is attached as **Exhibit 1**.

2. To implement their codeshare arrangement, American requests a blanket statement of authorization to the extent necessary to permit it to display Aer Lingus' "EI\*" designator code in conjunction with foreign air transportation of persons, property, and mail on flights operated by American between any points in the United States and from any point or points behind the United States via the United States and intermediate points to any point or points in any Member State or States of the European Union and beyond.

3. American further requests, to the extent necessary, an amendment to its broad exemption authority to provide scheduled foreign air transportation of persons, property and mail between the United States and points worldwide on a third-country codeshare basis pursuant to blanket codeshare authorization approved by the Department. Specifically, American seeks to add Aer Lingus to footnote 1 of the Department's Notice of Action Taken, dated November 19, 2021, in Docket DOT-OST-2009-0337, which lists foreign carriers with which American has codeshare authorizations. The relief requested is similar to amendments that the Department has already issued to American in Docket DOT-OST-2009-0337 from time to time, as well as amendments to blanket exemption authority held by United Air Lines in Docket DOT-OST-2004-19148 and Delta Air Lines in Docket DOT-OST-2005-20145.

4. Aer Lingus requests a blanket statement of authorization to the extent necessary to permit it to display American's "AA\*" designator code in conjunction with foreign air transportation of persons, property, and mail on flights operated by Aer Lingus between points in the European Union and from any point or points behind the Member States of the European Union via the Member States and intermediate points to any point or points in the United States and beyond.

5. American holds the necessary underlying route authority to serve all open-skies partners of the United States (including but not limited to the European Union).<sup>1</sup>

6. American is a citizen of the United States, within the meaning of 49 U.S.C. § 40102(a)(15)(C) and fit, willing, and able to perform the proposed services contemplated by this Joint Application. It holds certificates of public convenience and necessity and exemption authority from the Department to conduct scheduled interstate and foreign air transportation of persons, property, and mail on various routes.<sup>2</sup> American requests that, pursuant to Rule 24, the Department take official notice of all data American has filed with the Department to establish its fitness.

7. Aer Lingus is fit, willing, and able to perform the proposed services contemplated by this Joint Application. It holds a foreign air carrier permit from the Department that authorizes it, inter alia, to engage in scheduled foreign air transportation of persons, property and mail from any point or points behind any Member State of the European Union, via any point or points in any Member States and via intermediate points to any point or points in the United States and beyond; and scheduled foreign air transportation of persons, property, and mail between any point or points in the United States and any point or points in any member of the European Common Aviation Area.<sup>3</sup> Aer Lingus requests that, pursuant to Rule 24, the Department take official notice of all data Aer Lingus has filed with the Department to establish its fitness.

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<sup>1</sup> See DOT Order 2007-4-2 (granting blanket open-skies route authority).

<sup>2</sup> See, e.g., DOT Notice of Action Taken, dated October 7, 2014 (Docket DOT-OST-2014-0169) (Dallas/Ft. Worth-Beijing); DOT Order 2007-4-2.

<sup>3</sup> See DOT Order 2007-10-38.

8. Approval of the requested codesharing authorities and exemption amendment is consistent with the provisions of the open-skies 2007 Air Transport Agreement between the United States and the European Union (“U.S.-EU ATA”). Article 10(7) of the U.S.-EU ATA authorizes codesharing between carriers of the United States and the European Union, provided that the codesharing carriers hold the appropriate authority and meet the conditions prescribed under the laws and regulations normally applied to such agreements.

9. Approval of this Joint Application is in the public interest. The Joint Applicants’ codeshare arrangement will enable each carrier to offer convenient additional services between the United States and the European Union and beyond. This will enhance competition, as well as the U.S.-European Union (including U.S.–Ireland) service options available to consumers. Moreover, since the requested codeshare authorization is entirely consistent with the U.S.-EU ATA, there is *prima facie* evidence that approval of this Joint Application is in the public interest.

10. Pursuant to the Department’s Notice *In the Matter of Blanket Notification of Code-Share Service to Open-Skies Partners and Points*, served February 9, 2009, the Joint Applicants also hereby provide blanket notice of their intent for Aer Lingus to display American’s “AA\*” designator code and American to display Aer Lingus’ “EI\*” designator code on flights serving the open-skies points as described in this Joint Application and as set forth in the Joint Applicants’ codeshare agreement. This Joint Application also serves as notice of codeshare service to the non-open-skies points set forth in the Joint Applicants’ codeshare agreement. The Joint Applicants will notify the Department at least 30 days before commencing any codeshare services to/from any additional non-open-skies points.<sup>4</sup>

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<sup>4</sup> American will not permit its “AA\*” designator code to be carried on any flight that enters, departs or transits the airspace for which the Federal Aviation Administration has issued a flight prohibition.

11. The Joint Applicants attach as **Exhibit 2** American's compliance statement to the Federal Aviation Administration on Aer Lingus' IATA Operational Safety Audit. Ireland is Category 1.

12. The Joint Applicants agree to accept the conditions normally imposed on air carriers engaging in codesharing services to and from the United States, including 14 C.F.R. Part 257. American will accept and abide by all terms, limitations, and conditions that the Department normally attaches to the requested exemption authority.

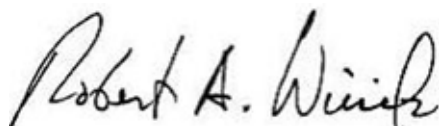
13. The codeshare services contemplated under this Joint Application will not impact American's commitments concerning the Civil Reserve Air Fleet.

14. Granting the Joint Application will not result in a near-term net annual change in aircraft fuel consumption of 10 million gallons or more.



WHEREFORE, American and Aer Lingus respectfully request that the Department (1) grant the Joint Application for blanket statements of authorization, (2) grant American's application for an amendment to its third-country codesharing exemption authority, (3) grant the waiver request, and (4) grant such other and further relief as the Department deems appropriate.

Respectfully submitted,



*Don H. Hainbach*

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## **CERTIFICATE OF SERVICE**

I certify that, on January 27, 2022, I caused to be served a copy of the foregoing Joint Application for Blanket Statements of Authorization and an Amended Exemption by email upon those addressees listed below:

forsbergap@state.gov (Department of State)  
yonhy@state.gov (Department of State)  
williamsds3@state.gov (Department of State)  
joel.szabat@dot.gov (Department of Transportation)  
todd.homan@dot.gov (Department of Transportation)  
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# **EXHIBIT 1**

## **Codeshare Agreement Between American Airlines and Aer Lingus**

**CONFIDENTIAL**

**CODESHARE AGREEMENT**

**between**

**AMERICAN AIRLINES, INC.**

**and**

**AER LINGUS LIMITED**

## CODESHARE AGREEMENT

This Codeshare Agreement (the “**Agreement**”), dated as of February 12, 2020, and effective as of the JBA Implementation Date, is entered into by and between Aer Lingus Limited, a corporation organized under the laws of the Republic of Ireland (“**Aer Lingus**”), and American Airlines, Inc., a Delaware corporation (“**American**”).

### RECITALS

1. American and Aer Lingus each provide air transportation and seek to attain high standards of quality service and value for the benefit of the traveling public; and

2. In connection with an Alliance Agreement between the parties dated as of October 23, 2017 (the “**Alliance Agreement**”), and the Joint Business Agreement, American and Aer Lingus wish to place their Code on certain flights operated by the other or their Affiliates, in accordance with the terms and subject to the conditions set forth in this Agreement.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises in this Agreement, Aer Lingus and American hereby agree as follows:

#### 1. DEFINITIONS

1.1 Terms used in this Agreement, unless the context otherwise requires or expressly provides, shall have the meanings set forth in Annex A.

1.2 It is agreed that accepted international industry procedures and agreements relating to the interlining of passengers and baggage, including those set forth in the IATA Resolution 780 Interline Traffic Agreement - Passenger, shall apply to the provision of air transport and the related transactions contemplated by this Agreement, except to the extent they are inconsistent or conflict with the terms of this Agreement.

#### 2. CODESHARE SERVICE

2.1 The parties shall mutually designate certain flights on which the parties shall place their respective Codes (each, a “**Codeshared Flight**”), which may include flights operated by a party’s Authorized Affiliates and Authorized Wet Lessors serving the city-pairs (each city-pair, a “**Codeshared Route**”) identified in writing by the parties from time to time without formally amending this Agreement. The initial list of Codeshared Routes on which the parties and their Authorized Affiliates and Authorized Wet Lessors may codeshare is attached hereto as Annex B. The parties shall place their respective Code on the Codeshared Routes identified in Annex B on or after the Implementation Dates shown in Annex B.

2.2 Detailed procedures for implementing this Agreement will be set forth in the procedures manual, which will be prepared by the parties in conjunction with this Agreement (as

may be amended and supplemented by the parties in writing from time to time in accordance herewith, the “**Procedures Manual**”). The Procedures Manual is incorporated by reference into and made a part of this Agreement; provided, however, that the terms of this Agreement shall prevail in the event of a conflict between a provision of this Agreement and any provision of the Procedures Manual.

2.3 The Operating Carrier for each Codeshared Flight shall provide to the Codeshared Passengers, at a minimum, the same standard of customer service as it provides to its own passengers traveling in the same class of service, which standard shall, in any event, be reasonably in accordance with the standards of customer service established by the Marketing Carrier for the comparable class of service on its flights. Minimum customer service standards, general passenger service procedures, and policies for the Codeshared Flights are detailed in Annex C and the Procedures Manual. The dates for implementing changes to operating standards or general passenger service procedures and policies, by either party, are also detailed in the Procedures Manual.

2.4 In the event of any flight cancellation or other schedule irregularity, involuntary rerouting or denied boarding by the Operating Carrier with respect to a Codeshared Flight, the Operating Carrier shall:

(a) ensure that all passengers are handled in accordance with the same policies and procedures to avoid any discrimination against a Codeshared Passenger;

(b) at its own cost and expense (except to the extent such irregularity, involuntary rerouting or denied boarding is caused by the Marketing Carrier), accommodate and/or pay denied boarding compensation or otherwise compensate Codeshared Passengers, in the same manner as its own passengers and subject to the provisions of the Procedures Manual and Applicable Law; and

(c) notify the Marketing Carrier in accordance with the Procedures Manual.

2.5 The parties shall use commercially reasonable efforts to coordinate their service schedules to maximize the convenience, and minimize the waiting time of passengers making connections between the Codeshared Flights and other flights operated by the parties; provided, however, that neither party is obligated to operate specific flights or service schedules and each party retains the right to determine the service schedules of its own flights, including, without limitation, the right to reduce flights, add new flights and discontinue flights subject always to Section 3 of the Joint Business Agreement.

2.6 The Marketing Carrier may, in its sole discretion, at any time remove its Code from any or all Codeshared Flights without formally amending this Agreement. The Operating Carrier may, in its sole discretion, at any time upon no less than thirty (30) days’ prior written notice require that the Marketing Carrier remove either permanently or for a period to be determined by the Operating Carrier in its sole discretion, the Marketing Carrier’s Code from any or all Codeshared Flights without formally amending this Agreement. Such changes shall be evidenced by both the Marketing Carrier and the Operating Carrier publishing them in the Airline Guides, CRSs or Reservations Systems. In addition, the Operating Carrier reserves the

right to discontinue any specific route, flight number, equipment or schedule. In the event of such discontinuation, the Operating Carrier shall notify the Marketing Carrier as soon as reasonably possible and the Marketing Carrier shall cooperate in publishing the resulting changes to affected Codeshared Flights in the Airline Guides, CRSs, Reservations Systems, and other sources of airline schedule information. The parties will work together to reaccommodate any previously booked passengers.

2.7 (a) The party that is the Operating Carrier (or whose Authorized Affiliate or Authorized Wet Lessor is the Operating Carrier) shall ensure that each Codeshared Flight shall be operated under its operating certificate or under the operating certificate of an Authorized Affiliate or Authorized Wet Lessor.

(b) If there is a change in the carrier scheduled to operate a Codeshared Flight, the Operating Carrier shall promptly notify the Marketing Carrier of such change. The Marketing Carrier shall take all appropriate steps to ensure that Codeshared Passengers are notified of the change as soon as possible. If the Operating Carrier fails to notify the Marketing Carrier of a change or a change occurs within thirty-six (36) hours of scheduled departure, the Marketing Carrier shall be deemed to have insufficient time to notify Codeshared Passengers of the change. The Marketing Carrier may thereupon continue to notify Codeshared Passengers of the change in accordance with its customer service policies if it is able to do so but the Operating Carrier shall take primary responsibility for notifying all Codeshared Passengers still booked under the Marketing Carrier Code of the change at time of check-in. In the event re-accommodation is necessary either because the substituted carrier is not an Authorized Affiliate or Authorized Wet Lessor, or because a Codeshared Passenger who is notified of such a change elects not to travel on the substituted carrier, the notifying carrier shall at its own cost and expense re-accommodate the Codeshared Passenger unless the passenger seeks a refund in which event the Marketing Carrier shall be responsible for making such refund in accordance with its fare rules, conditions of carriage and Applicable Law.

2.8 Notwithstanding anything in this Agreement to the contrary the Operating Carrier may, at its sole discretion, operate any or all of the Codeshared Flights with aircraft operated under the operating certificate of a third party carrier (an “**Authorized Wet Lessor**”) and wetleased by such Authorized Wet Lessor to the Operating Carrier for the purpose of operating such Codeshared Flights (such Codeshared Flights hereafter to be referred to as “**Wetleased Codeshared Flights**”); provided, however, that (i) such third party carrier is either named in Annex F hereto (as may be amended from time to time) as an Authorized Wet Lessor or prior to operating any such Wetleased Codeshared Flights is approved by the Marketing Carrier as an Authorized Wet Lessor in writing, which approval may be withheld in the Marketing Carrier’s sole discretion, (ii) the Operating Carrier and such Authorized Wet Lessor shall comply with all Applicable Law with respect to such Wetleased Codeshared Flights, (iii) the applicability of this Section 2.8 shall be subject to the parties receiving all Governmental Approvals with regard to such Wetleased Codeshared Flights and to a successful completion of the IATA Operational Safety Audit (IOSA) registration by such Authorized Wet Lessor, (iv) the Marketing Carrier may withdraw any approval as provided in Section 2.8(i) at any time in its sole discretion, and (v) such Wetleased Codeshared Flights (if any) shall be subject to all of the terms and conditions of this Agreement as if they are operated with aircraft operated under the operating certificate of the Operating Carrier itself. Notwithstanding anything herein to the contrary, (x) in the event the

Authorized Wet Lessor does not successfully complete the IOSA registration or after initial successful completion of the IOSA registration at any time during the term of this Agreement does not maintain the IOSA registration or does not successfully complete any follow-up audits as required by the IOSA rules and regulations (as they are in force from time to time), the Operating Carrier may operate or continue to operate Wetleased Codeshare Flights, provided that the Marketing Carrier shall (without prejudice to its right to withdraw its approval in its sole discretion in accordance with Section 2.8(iv)) have the right to conduct a reasonable safety and/or service review of the Authorized Wet Lessor's operations, manuals, and procedures reasonably related to the Wetleased Codeshared Flights (the "**Authorized Wet Lessor Reviews**"), at such intervals as the Marketing Carrier shall reasonably request; and (y) nothing in this Section 2.8 shall prevent the Marketing Carrier from, at its sole discretion and at its sole cost and expense, performing additional safety audits of such Authorized Wet Lessor and the aircraft to be used for the operation of such Wetleased Codeshared Flights and the Operating Carrier shall use reasonable efforts to cause the Authorized Wet Lessor to agree to such additional safety audits; provided, however, that such Authorized Wet Lessor Reviews and additional safety audits shall be performed at reasonable times and within a reasonable timeframe and without interrupting the Authorized Wet Lessor's operations.

2.9 The Conditions of Carriage of the Marketing Carrier, including its limits of liability to passengers, shall govern the transportation of Codeshared Passengers, and the Conditions of Carriage of the Operating Carrier, including its limits of liability to passengers, shall apply to those passengers traveling on the Codeshared Flights under the Code of the Operating Carrier. The respective Conditions of Carriage of the parties shall be notified to the passengers to the extent and in the manner required by Applicable Law. Notwithstanding anything in this Section 2.9 the liability of the parties to each other with respect to passenger claims shall be governed by Sections 17 and 18.

### 3. IMPLEMENTATION AND EXPENSES

3.1 Implementation of this Agreement shall be subject to the following conditions precedent:

(a) the execution of a Special Prorate Agreement and a Mutual Emergency Assistance Agreement, in form and substance satisfactory to American and Aer Lingus;

(b) receipt by American and Aer Lingus of all necessary Government Approvals, as set forth in Section 15;

(c) successful completion by American and Aer Lingus of the IATA Operational Safety Audit (IOSA) registration; and

(d) successful implementation and testing of codeshare (EDIFACT) and passenger processing automation.

3.2 Unless cost sharing is agreed in writing with respect to specific mutually agreed projects, each party shall bear its own costs and expenses of performance under this Agreement, including, without limitation, costs and expenses associated with the following:



(a) any systems to support the automation of procedures and settlement relating to the Codeshared Flights (e.g., PNR exchange, yield management, revenue accounting, etc.), including routine maintenance thereof; and

(b) roadside, exterior, check-in, concourse, gate and baggage service signage placed at airports and city ticket offices in locations served by the Codeshared Flights in order to facilitate travel on the Codeshared Flights.

3.3 Each party shall retain all right, title and interest in systems, software, signage, equipment and facilities funded by it. Ownership of jointly funded items shall be determined by the parties in writing in advance of each specific project.

#### **4. INVENTORY CONTROL AND PROCEDURES**

4.1 Each party shall establish fares and rates independently, subject to (i) the terms of the JBA and the Side Letter Agreement, and (ii) the provisions of the applicable air transport agreements between the United States or Ireland and/or the European Union on the one hand, and the government of any country to which the parties will provide service pursuant to this Agreement, on the other hand.

4.2 The availability of Marketing Flights will be controlled by standard AVS (availability status) of the Operating Carrier. The Marketing Carrier will have access to the Operating Carrier's local inventory class availability through an automated computerized interface, which both parties will maintain throughout the term of this Agreement, to expedite the sale of inventory on the Codeshared Flights. Detailed procedures for implementing and maintaining seat inventory access are contained in the Procedures Manual.

The parties will map inventory classes of the Marketing Carrier to inventory classes of the Operating Carrier on the Codeshared Flights, as established in the Procedures Manual. The parties will endeavor to map the average coupon value of the Marketing Carrier's inventory classes to comparable classes of the Operating Carrier to provide comparable access for bookings made by the Marketing Carrier for passengers yielding comparable revenue values; it being understood, however, that the Operating Carrier retains ultimate control over the opening, closing and other management of seat inventory availability on Codeshared Flights, subject to the terms of the JBA and the Side Letter Agreement. Each party will use commercially reasonable efforts to provide equal inventory access to Codeshared Passengers within the inventory classes where such passengers yield comparable revenues as the Operating Carrier passengers.

4.3 The Marketing Carrier will sell its codeshared services through standard interline availability.

4.4 The parties will each assign individuals to serve as inventory control coordinators, who will, to the extent permitted by applicable governmental laws, rules and regulations, exchange information routinely and meet as necessary to assure that reasonable seat inventory on Codeshared Flights is made available to the Marketing Carrier as described above.

## **5. MARKETING AND PRODUCT DISPLAY**

5.1 Each party shall ensure that its respective advertising and promotions shall comply with all applicable governmental laws, rules and regulations of any applicable Competent Authority. The Marketing Carrier shall comply with Applicable Law, including, without limitation, 14 C.F.R. Parts 257 and 258, and any other applicable rules regarding the disclosure and holding out of Codeshared Flights provided for herein in the jurisdiction where such rules apply. The Marketing Carrier shall disclose, through industry-approved schedule mechanisms, to consumers and travel agents and others selling the Codeshared Flights and through appropriate advertising and point-of-sale disclosures that each Codeshared Flight is actually a flight of and is operated by the Operating Carrier. Such information shall be given before a reservation is made and in any event at the earliest reasonable opportunity and before the passenger arrives at the airport, in accordance with Applicable Law. In addition, each party shall use commercially reasonable efforts to implement procedures to disclose the Operating Carrier and the appropriate departure and arrival terminal at the earliest possible opportunity and in particular at the point of sale.

5.2 The Marketing Carrier shall identify the Codeshared Flights, in accordance with Applicable Law, in Airline Guides, CRSs, Reservations Systems and other sources of airline schedule information using the Marketing Carrier's Code. Any costs incurred for the publication of Marketing Flights or connections to and from such flights in Airline Guides, CRSs, Reservation Systems and other sources of airline schedule information shall be borne by the Marketing Carrier. Each party shall include the Codeshared Flights in its internal Reservations System.

5.3 If the Marketing Carrier is not authorized to offer air transport services in a particular local Codeshared Route, the Marketing Carrier shall file its standard schedule data for the Codeshared Flights on such Codeshared Route using the traffic restriction code "O" or "Y" (or any successor code) as appropriate, as defined in the IATA Standard Schedules Information Manual, Appendix G, in order to suppress the display of the Marketing Flights on such local Codeshared Route(s) (i.e., the Marketing Flights on such route(s) will be limited to passengers connecting online to another flight marketed and/or operated by the Marketing Carrier).

5.4 Unless otherwise agreed, all information and advertising materials produced with the aim of promoting the Codeshared Flights shall clearly identify both parties. All joint advertising and promotion of the Codeshared Flights shall be subject to prior agreement between the parties and the costs of such joint advertising and promotion shall be shared based on prior agreement.

5.5 Each party may use its own flight number in referencing the Codeshared Flights except that only the Operating Carrier's flight number shall be used in actual flight operations (e.g. air traffic control).

## 6. TRAFFIC DOCUMENT ISSUANCE AND FINANCIAL SETTLEMENT

6.1 Passenger traffic documents for use on the Codeshared Flights may be issued by either party, or by third parties with whom the parties from time to time have interline traffic agreements.

6.2 All Marketing Carrier Flight Coupons honored on Codeshared Flights shall be uplifted by the Operating Carrier, which is responsible for processing and billing of such documents as follows:

(a) The Operating Carrier shall bill uplifted coupons to the Ticketing Carrier using routine applicable interline settlement process and procedures. Subject to Section 6.2(b) and 6.2(c), Marketing Carrier Flight Coupons issued by the Marketing Carrier as Ticketing Carrier shall be treated for proration and billing purposes as if they showed the Operating Carrier's designator Code in the Carrier Code Box of the Marketing Carrier Flight Coupons. Such Marketing Carrier Flight Coupons will be prorated and billed according to the Special Prorate Agreement between the Operating Carrier and the Ticketing Carrier, or, in the absence of an applicable Special Prorate Agreement, in accordance with the IATA Prorate Manual-Passenger ("IATA PMP"), as applicable.

(b) If the Operating Carrier does not have an interline traffic agreement with a Ticketing Carrier that issued a Marketing Carrier Ticket, and is unable to obtain satisfactory settlement, the Operating Carrier may bill such coupon to the Marketing Carrier as an exceptional item (i.e., via correspondence) and such coupons shall be valued for billing and proration purposes according to the IATA PMP.

(c) If the Operating Carrier has an interline traffic agreement with a Ticketing Carrier that issued a Marketing Carrier Ticket but is unable to obtain satisfactory settlement, the Marketing Carrier shall assist the Operating Carrier to the extent commercially reasonable in settling such account but shall not be liable for any losses incurred due to an unsatisfactory settlement.

6.3 For Codeshared Flights, the Operating Carrier shall on a monthly basis determine the gross prorated value (as determined in accordance with Section 6.2(a)) of Marketing Carrier Flight Coupons uplifted by it during the previous month and calculate the commission (the "**Codeshare Commission**") by multiplying such coupon values by the applicable commission percentages set forth in Annex D. This process of assessment of the Codeshare Commission shall be separate from the billing for each individual Marketing Carrier Flight Coupon. The Operating Carrier shall credit the account of the Marketing Carrier for the aggregate Codeshare Commission through the IATA Clearing House as source code "24." The Operating Carrier shall provide supporting data (including Codeshare Commission usage files) to the Marketing Carrier no later than [REDACTED] after the end of the clearance month via File Transfer Protocol ("FTP") (e.g., if the Operating Carrier were to issue an [REDACTED]

[REDACTED]). The Marketing Carrier shall be entitled to review and, if appropriate, dispute, via correspondence, the Operating Carrier's calculation of the Codeshare Commission; provided, however, the Operating Carrier must receive note of such

dispute within six (6) months from the relevant clearance month. Any resulting payments will be processed through the IATA Clearing House.

6.4 The Ticketing Carrier, if the Marketing Carrier or the Operating Carrier, shall receive the Ticket Handling Fee, as provided in the Interline Traffic Agreement, but shall not receive an Interline Service Charge. In the event the Ticketing Carrier is a third party, the Ticketing Carrier shall receive the Interline Service Charge and/or Ticket Handling Fee as agreed between the Operating Carrier and such third party.

6.5 To support interline billing by the Operating Carrier to third-parties and involuntary rerouting and refunding of Marketing Carrier Tickets by the Operating Carrier, the Marketing Carrier hereby waives endorsement requirements for the Operating Carrier with respect to all Marketing Carrier Flight Coupons. Unless otherwise agreed in writing by the parties, such waiver shall be effective [REDACTED] before the Implementation Date, and shall remain in effect for [REDACTED] after the Termination Date of this Agreement to facilitate the reaccommodation of any Codeshared Passengers ticketed for travel after the Termination Date.

6.6 Differences that may appear after the billing process has been completed shall be rectified by written correspondence or a meeting between the parties.

6.7 In a sufficient amount of time before the Implementation Date, the Marketing Carrier will file with ATPCO a TCN Codeshare Agreement, in which the Marketing Carrier will provide the range of its Marketing Flight numbers. The Marketing Carrier will be responsible, throughout the term of this Agreement, for updating its Marketing Flight numbers with ATPCO.

## **7. FACILITIES**

7.1 The parties may, to the extent practicable and if mutually agreed from time to time, consolidate all gates, ticket counters and passenger facilities of the parties at airports served by Codeshared Flights. Subject to the Applicable Law of each gateway airport and other operating constraints, and further subject to availability and reasonable rents, each party will use reasonable efforts to arrange for terminal facilities at gateway airports to facilitate passenger handling and connections between the flights of the parties, with the objective of achieving a seamless transportation product with convenience equivalent to on-line connections.

7.2 The parties acknowledge the importance of maintaining functional and accurate signs identifying the Operating Carrier and the Marketing Carrier, as appropriate, to facilitate passenger convenience and to avoid passenger confusion at airports served by the Codeshared Flights. The parties shall cooperate on the placement of such signs, subject to the approval of the relevant airport authority or other lessors.

## **8. TRAINING**

8.1 Except as otherwise agreed, each party shall provide or arrange, at its own cost and expense, all initial and recurring training of its personnel to facilitate the Codeshared Flights and operations at airports served by the Codeshared Flights, reservations and ticket offices and other points of contact between the parties and the public. This training shall include passenger

service, reservations and sales activities and in-flight service involving the Codeshared Flights, all as more fully described in the Procedures Manual.

8.2 The parties shall share any training materials (except trade secrets and legal advice) developed to support the Codeshared Flights; provided that all intellectual property rights and other proprietary rights to any materials exchanged shall remain with the party who originally developed such materials.

## **9. SECURITY**

9.1 The parties shall cooperate in matters of security procedures, requirements and obligations at all airports served by the Codeshared Flights.

9.2 The Operating Carrier reserves the right to apply the provisions of its own security programs to the carriage of all passengers, baggage and cargo on board the Codeshared Flights, provided that such security programs shall, at a minimum, comply with the standards set forth by the relevant Competent Authorities and be reasonably acceptable to the Marketing Carrier, with the understanding that safety and security are of the utmost importance to both carriers. Such provisions may include any then applicable procedures used for the physical screening of passengers, baggage or cargo, interviewing of passengers, and/or selective loading of baggage or cargo.

9.3 The checking of the travel documents of each Codeshared Passenger and the handling of Codeshared Passengers who are Inadmissible Passengers (as such term is defined in IATA Resolution 701, as modified, supplemented or amended from time to time) shall be done in accordance with the procedures outlined in the Procedures Manual.

## **10. SAFETY AND MAINTENANCE**

10.1 The Operating Carrier has operational control of the aircraft and final authority and responsibility concerning the operation and safety of the aircraft and its passengers, including Codeshared Passengers. The Operating Carrier shall employ the same high standards of safety, security and loss prevention policies on the Codeshared Flights as on its own flights. Emergency support shall, at a minimum, be in accordance with the Mutual Emergency Assistance Agreement in force between the parties.

10.2 The Operating Carrier shall have sole responsibility for the maintenance of its leased and owned aircraft and other equipment used in connection with the Codeshared Flights. Maintenance of such aircraft and equipment must, at a minimum, comply with the standards imposed by the relevant aeronautical authorities.

10.3 The Marketing Carrier shall have the right, at its own cost, to review and observe the Operating Carrier's operations of Codeshared Flights, and/or to conduct a reasonable safety and/or service review of the Operating Carrier's operations, manuals, and procedures reasonably related to the Codeshared Flights (the "**Marketing Carrier Reviews**"), at such intervals as the Marketing Carrier shall reasonably request. The Marketing Carrier Reviews shall be coordinated with the Operating Carrier so as to avoid disruptions to the Operating Carrier's operations. Such reviews will be limited to areas that reasonably relate to the Operating Carrier's safety standards

and service obligations under this Agreement. NOTWITHSTANDING THE FOREGOING, THE MARKETING CARRIER DOES NOT UNDERTAKE ANY RESPONSIBILITY OR ASSUME ANY LIABILITY FOR ANY ASPECT OF THE OPERATING CARRIER'S OPERATIONS, NOR SHALL THE OPERATING CARRIER BE ENTITLED TO ASSERT ANY RESPONSIBILITY OR ASSUMPTION OF LIABILITY ON THE PART OF THE MARKETING CARRIER FOR THE OPERATING CARRIER'S OPERATIONS, EXCEPT AS PROVIDED IN SECTION 17.

10.4 Each party will maintain the IOSA registration during the term of this Agreement and will complete any follow-up audits as required by the IOSA rules and regulations (as they are in force from time to time).

## **11. FREE AND REDUCED RATE TRANSPORTATION**

11.1 Unless otherwise provided by relevant agreements between the Operating Carrier and other parties, including the Marketing Carrier, neither the Marketing Carrier, nor the Operating Carrier, nor any third party, shall be entitled to ticket industry non-revenue or discounted (i.e., agency discount, industry discount, etc.) travel on the Marketing Flights, and the Operating Carrier shall not honor any Marketing Carrier Flight Coupons for such industry non-revenue or discounted travel, except at the Operating Carrier's expense.

## **12. OTHER MARKETING PROGRAMS**

12.1 Prior to the parties entering into Frequent Flyer Participating Carrier Agreements, neither party is entitled to ticket, nor is required to accommodate, frequent flyer award travel on the Codeshared Flights. The Frequent Flyer Participating Carrier Agreements shall, once executed and effective, govern the participation of each party in the other party's frequent flyer program.

12.2 If access for the Marketing Carrier's First and/or Business Class Codeshared Passengers to the Operating Carrier's airport lounge on the day of their departure will be provided, such access and the terms and conditions thereof shall be governed by the lounge access agreement to be negotiated by the parties in good faith (if any).

## **13. TRADEMARKS AND CORPORATE IDENTIFICATION**

13.1 Neither party hereto shall use any of the other party's or such party's respective Affiliates' names, logos, logotype, insignia, service marks, trademarks, trade names, copyrights, corporate goodwill or other proprietary intellectual property, including without limitation (i) in the case of American the names "American Airlines, Inc.", "American Airlines", "American", "American Eagle", "AAdvantage", "Envoy Air", "Envoy", "Piedmont Airlines", "Piedmont", "PSA Airlines", "PSA", and (ii) in the case of Aer Lingus the names "Aer Lingus", "Aer Lingus Regional", "Premier" and "AerClub" in any marketing, advertising or promotional collateral, including without limitation credit card and telecom solicitations, except where each specific use has been approved in advance by the other party. When such approval is granted, either party shall comply with any and all conditions that the other party may impose to protect the use of any of that party's names, logos, logotype, insignia, service marks, trademarks, trade names, copyrights, corporate goodwill or other proprietary intellectual property.

13.2 Except as expressly provided herein, no right, property, license, permission or interest of any kind in the use of any name, logo, logotype, insignia, service mark, trademark, trade name, copyright, corporate goodwill or other proprietary intellectual property owned by either party or its respective Affiliates is intended to be given to or acquired by the other party, its agents, servants or other employees by the execution or performance of this Agreement.

13.3 Each of Aer Lingus and American acknowledges for all purposes that any and all logos, trademarks, service marks and tradenames of the other, whether registered or not, are and shall at all times remain the exclusive property of the other and may not be used without the prior written consent of such party, except as set forth herein. Each of Aer Lingus and American further acknowledges that any goodwill or other rights which arise as a result of the use by it of the other party's marks as permitted under this Agreement shall accrue solely to the benefit of the party owning such marks, whether registered or not. Should any right, title or interest in the logos, trademarks, service marks or tradenames of a party become vested in the other party, the latter party shall hold such right, title and interest in trust for the benefit of the former party and shall, at the request of the former party, promptly and unconditionally assign such right, title and interest to the former party without royalties or compensation of any kind.

13.4 Each of Aer Lingus and American hereby grants to the other, a non-exclusive, non-transferable, royalty-free license for the term of this Agreement to use their respective service marks ("**Aer Lingus**" for Aer Lingus and "**American Airlines**" for American, each a "**Licensed Trademark**"), subject to the terms and conditions set forth in this Section 13. This license is limited to the use of the Licensed Trademarks in connection with the advertising and promotion of the cooperative air transportation services contemplated by this Agreement.

13.5 Each party agrees to use the Licensed Trademarks only in a manner approved in advance and in writing by the party owning such Licensed Trademarks. Each Licensed Trademark shall be marked with an ® or <sup>SM</sup> or other symbol, as appropriate, and reference a legend indicating that "**Aer Lingus is a service mark of Aer Lingus Limited**" or "**American Airlines is a service mark of American Airlines, Inc.,**" as the case may be, or similar words to that effect.

13.6 Each party agrees that all advertising and promotional materials bearing the Licensed Trademarks in relation to air transportation services contemplated by this Agreement shall meet the quality and presentation standards as set forth by the party owning the relevant Licensed Trademark.

13.7 Each party has sole discretion to determine the acceptability of both the quality and presentation of advertising and promotional materials using its Licensed Trademark.

13.8 Each party is responsible for providing to its own authorized agents and airport locations the agreed promotional materials bearing the Licensed Trademarks.

#### **14. REPRESENTATIONS AND WARRANTIES**

14.1 Each of Aer Lingus and American hereby represents and warrants to the other as follows:

(a) It is a duly incorporated and validly existing corporation, in good standing under the laws of its jurisdiction of incorporation; is an air carrier duly authorized to act as such by the government of its country of incorporation; and has the requisite corporate power and authority to enter into and perform its obligations under this Agreement. The execution, delivery and performance of this Agreement by it have been duly authorized by all necessary corporate action. This Agreement has been duly executed and delivered by it, and, assuming due authorization, execution and delivery by the other party hereto, this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except to the extent that enforceability may be limited or modified by the effect of bankruptcy, insolvency or other similar laws affecting creditors' rights generally and the application of general principles of equity and public policy.

(b) The execution, delivery or performance by it of this Agreement, do not: (i) contravene, conflict with or cause a default under (A) any Applicable Law binding on it, or (B) any provision of its constitution, charter, certificate of incorporation, bylaws or other documents of corporate governance; or (ii) contravene, or cause a breach or violation of, any agreement or instrument to which it is a party or by which it is bound, except where such conflict, contravention or breach would not have a material adverse effect on it and its Affiliates, or on the operations of it or its Affiliates, taken as a whole or on its ability to perform this Agreement.

(c) The execution, delivery and performance by it of this Agreement do not require the consent or approval of, or the giving of notice to, the registration with, the recording or filing of any documents with, or the taking of any other action in respect of, any Competent Authority, any trustee or holder of any of its indebtedness or obligations, any stockholder or any other person or entity, other than the Governmental Approvals (to be obtained by it, as indicated in Annex E), and except where failure to obtain or take such action would not have a material adverse effect on it or a material adverse effect on the transactions contemplated in this Agreement.

14.2 Each of the foregoing representations and warranties shall survive the execution and delivery of this Agreement.

## **15. GOVERNMENTAL APPROVALS**

15.1 The Codeshared Flights shall not commence until all required authorizations, licenses, certificates, exemptions, designations or other approvals of Competent Authorities that are required for the operation of the Codeshared Flights in the reasonable opinion of either party, (collectively, the “**Governmental Approvals**”) are received, including, but not limited to, the Government Approvals specified in Annex E.

15.2 If the Governmental Approvals are not obtained with respect to all Codeshared Routes listed on Annex B, the parties may elect to proceed under this Agreement solely with respect to the approved Codeshared Routes and the parties may thereafter continue to endeavor to obtain approval of the remaining Codeshared Routes.

15.3 If any of the Governmental Approvals (a) is not obtained within one year of the date of this Agreement, (b) is given with substantial unfavorable restrictions or conditions or (c)



is subsequently restricted, suspended or revoked with respect to any Codeshared Flight, the parties shall use their collective reasonable efforts to find an equitable solution to enable the commencement or continuation of the affected Codeshared Flight(s). The obligations of the parties to each other under this Agreement with respect to the affected Codeshared Flight(s) shall be suspended in the event any Governmental Approval, after being granted, is subsequently revoked or materially and adversely altered.

15.4 If a solution cannot be formulated within ninety (90) days following commencement of negotiations pursuant to Section 15.3, either party may terminate this Agreement with respect to the Codeshared Flight(s) affected by Section 15.3 upon thirty (30) days' prior written notice to the other party; provided, however, that neither party may terminate this Agreement pursuant to this Section 15.4 as long as the JBA is in full force and effect. For clarification purposes, each party may so terminate this Agreement effective as of the effective date of termination of the JBA.

15.5 Each party shall immediately provide the other with copies of any material correspondence or notices it receives from any Competent Authority with respect to the Codeshared Flights, the Codeshared Routes, or this Agreement or that it has failed to comply with any applicable material requirements including, without limitation, with respect to the airworthiness or security of the aircraft used for the Codeshared Flights or non-compliance by the Operating Carrier with applicable operational, training or safety rules and procedures. For the purposes of this Section 15.5, "material" shall include without limitation any correspondence or notice that:

(a) would reasonably likely result in the circumstances set out in Section 16.3(g), and/or

(b) relates to any significant alleged violation of aviation or other rules or regulations, and/or

(c) relates to any significant investigation performed or proposed by any Competent Authority, including, without limitation, (i) any investigation concerning the airworthiness of aircraft or compliance with operational, training or safety rules or procedures, and (ii) any investigation or complaint in connection with the customer experience, including related to events that should be reasonably interpreted as having a potential effect on the Marketing Carrier's decision to add or suspend its Code on particular and/or all Codeshared Routes or Codeshared Flights or to terminate this Agreement, and/or

(d) would not be considered material on its own, but when considered with other similar correspondence or notices, would in aggregate be considered material.

## **16. TERM**

16.1 The term of this Agreement shall commence on the date hereof and shall continue until terminated pursuant to Sections 15.4 (Governmental Approval), 16.2 (Termination Events), 20 (Force Majeure), or 28 (Severability).

16.2 In the event of a termination of either party's participation in the Joint Business Agreement, whether for convenience or otherwise, either party may terminate this Agreement on not less than sixty (60) days prior written notice to the other party; provided that (i) such notice may not be given prior to receipt of the notice of termination of either party's participation in the Joint Business Agreement, (ii) such termination shall not be effective before the effective date of termination of either party's participation in the Joint Business Agreement, and (iii) such notice must be received by the other party no later than thirty (30) days after the effective date of termination of either party's participation in the Joint Business Agreement.

16.3 In addition to any other termination rights provided herein, this Agreement may be terminated as follows, provided that such termination shall not be effective prior to the termination of either party's participation in the Joint Business Agreement:

- (a) at any time by mutual written consent of the parties;
- (b) by either party at any time by providing at least two (2) full IATA traffic seasons' prior written notice to the other party;
- (c) by the non-breaching party upon the material breach of a term, agreement, covenant, representation or warranty of this Agreement (other than a breach of Section 6 of this Agreement or the failure to otherwise pay any sums due pursuant to this Agreement), including a failure to comply with any material obligations and procedures set forth in the Procedures Manual, provided that the non-breaching party provides the breaching party at least thirty (30) days' prior written notice describing the alleged breach with as much particularity as reasonably practicable. Termination under this Section 16.3(c) shall not be effective if the breaching party, (i) corrects such breach within fifteen (15) days following receipt of such notice; or (ii) if such breach cannot be corrected in such fifteen (15) day period, and the breaching party so advises the non-breaching party, the non-breaching party, in its sole discretion, may give the breaching party an additional period of time not to exceed thirty (30) days to correct the breach, provided that the breaching party has taken actions reasonably contemplated to correct such breach and which do correct such breach following receipt of such notice;
- (d) by the non-breaching party upon the breach of Section 6 of this Agreement or the failure to otherwise pay any sums due to the non-breaching party pursuant to this Agreement by the breaching party, after the non-breaching party provides the breaching party at least fifteen (15) days' prior written notice describing, with as much particularity as practical, the alleged breach and the breaching party does not, within seven (7) days following receipt of such notice, correct such breach;
- (e) at any time by either party upon written notice if the other party (i) makes an assignment for the benefit of creditors; (ii) suspends the payment of or admits in writing its inability to pay, or generally fails to pay, its debts as they become due; (iii) has suspended (including, as declared by a clearing house) its transactions with banks and/or other financial institutions or proposes or commences a moratorium upon or extension or composition of its debts; (iv) has issued against it any writ, execution, process or abstract of judgment which may have a material adverse effect on it and which is not dismissed, satisfied or stayed within sixty (60) days; or (v) files a petition for bankruptcy, composition, corporate reorganization, corporate

liquidation, arrangement or special liquidation proceedings; or (vi) ceases all or a substantial part of its operations (other than due to Force Majeure); or

(f) except where a party acquires Control of the other party, in the event a party undergoes a Change of Control or becomes involved in a transaction which if consummated will result in a Change of Control, the other party may terminate this Agreement upon no less than two (2) full IATA traffic seasons' advance written notice; provided that the right to give notice to terminate with respect to such Change of Control shall begin upon the effective date of a Change of Control and expire on the ninetieth (90th) day following the effective date of such Change of Control.

(g) Throughout the term of this Agreement, either party has the right to temporarily suspend performance of or to terminate this Agreement immediately by giving written notice to the other party in the event that it has reason to suspect or believe or in the event that:

(i) the other party has suffered a significant emergency or serious incident or accident or received a serious threat that relates to any of that party's flights or to a Codeshared Flight or one or more of the Codeshared Routes identified in Annex B; or

(ii) the other party has received from any relevant Competent Authority notice that it has failed to comply with applicable material safety or security requirements; or

(iii) the United States Department of Transportation (DOT), the United States Department of Defense (DOD) or the United States Department of Homeland Security (DHS), or the counterpart authorities in Ireland, has ordered in writing or orally that the Marketing Carrier's code be removed from Codeshared Flights or one or more of the Codeshared Routes identified in Annex B operated by the Operating Carrier for any reason whatsoever; or

(iv) the civil aviation authority of Ireland or the United States, as applicable, does not provide safety oversight of its air carrier operators in accordance with the minimum safety oversight standards established by the International Civil Aviation Organization (ICAO), which results in Ireland receiving a rating of Category 2 from the Federal Aviation Administration (FAA), or the United States receiving an equivalent rating from counterpart authorities in Ireland, respectively; or

(v) the other party has failed to maintain its IOSA registration.

If a party suspends this Agreement pursuant to this Section, as soon as the reason for the suspension no longer exists it shall notify the other party and this Agreement will recommence within thirty (30) days after the date of notice under the same terms and conditions, or under amended terms and conditions in accordance with Section 30.1. A party that suspends this Agreement pursuant to this Section may at any time during the suspension terminate this Agreement by giving notice in writing to the other party. If this Agreement is suspended or terminated pursuant to this Section 16.3(g), Sections 16.4 through 16.5 shall apply.

16.4 Subject to Section 16.5, in the event of termination of this Agreement the Marketing Carrier shall, in its sole discretion, take all reasonable actions to confirm and preserve reservations on the Operating Carrier for passengers scheduled to be traveling on Marketing Carrier Tickets and, as applicable, endorse or otherwise modify or reissue such tickets to permit use on the Operating Carrier. The Operating Carrier shall accept passengers traveling on such tickets as if such reservations had been booked through the Operating Carrier using ordinary interline procedures but giving effect to the revenue settlement methodology provided for in this Agreement.

16.5 In the event that this Agreement is terminated by the Operating Carrier pursuant to Section 16.3(d) or (e), the Operating Carrier, in its sole discretion, may decline any or all passengers scheduled to be traveling on Marketing Carrier Tickets. The Marketing Carrier shall be solely responsible for transferring the reservations of such passengers to other carriers or making other alternative arrangements.

## 17. INDEMNIFICATION

17.1 Without prejudice to any other written agreement or arrangement of either party to indemnify the other party, the party that is the Operating Carrier (or whose Authorized Affiliate or Authorized Wet Lessor is the Operating Carrier) shall indemnify, defend, and hold harmless the Marketing Carrier and its Affiliates and their respective directors, officers, employees and agents (each individually, or all collectively a, “**Marketing Carrier Indemnified Party**”) from and against any and all Damages arising out of, caused by, or occurring in connection with (or alleged to arise out of, be caused by, or occurring in connection with) any of the following:

(a) the death of or injury to or delay of persons, or delay or loss of or damage to property (including aircraft, equipment, baggage, mail or cargo) occurring while such persons or property are under the control or in the custody of, or being transported by, the Operating Carrier (including, for the avoidance of doubt, Damages arising out of the death of or injury to Codeshared Passengers traveling on Marketing Carrier Tickets irrespective of conditions or liability limits that apply or purport to apply),

(b) the death of or injury to, or loss or damage to property of, third parties not carried on board the aircraft operated by the Operating Carrier but occurring in connection with such operations;

(c) negligent acts or omissions of the Operating Carrier which are in any way related to its obligations under this Agreement, other than Damages to the extent addressed in Section 17.1(a) or (b) or Section 17.2(a) or (b);

(d) the Operating Carrier’s breach of any of its representations or warranties set forth in Section 14 of this Agreement; or

(e) infringement of a third party’s intellectual property or similar rights by the Operating Carrier’s logos, trademarks, service marks or tradenames,

except in the case of each of (a) through (e) above, to the extent caused by the gross negligence or willful misconduct of a Marketing Carrier Indemnified Party.

17.2 Subject to the indemnities provided in Section 17.1(a), and without prejudice to any other written agreement or arrangement of either party to indemnify the other party, the party that is the Marketing Carrier (or whose Affiliate is the Marketing Carrier) shall indemnify, defend and hold harmless the Operating Carrier and its Affiliates and their respective directors, officers, employees and agents (each individually an or all collectively the “**Operating Carrier Indemnified Party**”) from and against any and all Damages arising out of, caused by, or occurring in connection with (or alleged to arise out of, be caused by, or occurring in connection with) any of the following:

(a) the death of or injury to or delay of persons, or delay or loss of or damage to property (including aircraft, equipment, baggage, mail or cargo) occurring while such persons or property are under the control or in the custody of, or being transported by, the Operating Carrier, but only to the extent caused by the gross negligence or willful misconduct of the Marketing Carrier;

(b) the death of or injury to, or loss or damage to property of, third parties not carried on board the aircraft operated by the Operating Carrier but occurring in connection with such operations, but only to the extent caused by the gross negligence or willful misconduct of the Marketing Carrier.

(c) negligent acts or omissions of the Marketing Carrier which are in any way related to its obligations under this Agreement, other than Damages to the extent addressed in Section 17.1(a) and (b) (IN WHICH CASE THE OPERATING CARRIER MUST INDEMNIFY THE MARKETING CARRIER AND OTHER MARKETING CARRIER INDEMNIFIED PARTIES NOTWITHSTANDING SUCH NEGLIGENT (BUT NOT WILLFUL OR GROSSLY NEGLIGENT) ACTS OR OMISSIONS OF THE MARKETING CARRIER);

(d) passenger claims based on the Marketing Carrier’s failure to properly issue, deliver and complete transportation documentation in accordance with the provisions of the standard IATA or other applicable ticketing procedures, including, without limitation, the failure to put a proper notice of the limits of liability under the Warsaw Convention, as amended, or the Montreal Convention of 1999, as amended, on such documentation (it being understood that in ticketing Codeshared Passengers, the Marketing Carrier is entitled to apply the limits of liability provided for in its own Conditions of Carriage); provided, however, that the Marketing Carrier shall only be liable under this Section 17.2(d) for that portion of any Damages that is in excess of the Damages against which the Operating Carrier would have been required to indemnify the Marketing Carrier under Section 17.1(a) if the Marketing Carrier had properly complied with all IATA ticketing procedures;

(e) the Marketing Carrier’s breach of its representations or warranties set forth in Section 14 of this Agreement; or

(f) infringement of a third party’s intellectual property or similar rights by the Marketing Carrier’s logos, trademarks, service marks or tradenames.

17.3 A party (the “**Indemnified Party**”) that believes that it is entitled to indemnification from the other party (the “**Indemnifying Party**”) under the terms of this Agreement with a respect to a claim for Damages (i.e., a third party claim) shall provide the Indemnifying Party with written notice (an “**Indemnification Notice**”) of any such claim (provided, however, that the failure to give such notice shall not relieve the Indemnifying Party of its obligations hereunder except to the extent that such failure is materially prejudicial to the Indemnifying Party), and the Indemnifying Party shall be obligated and entitled, at its own cost and expense and by its own legal advisors, to control the defense of or to settle any such third party claim. The Indemnifying Party shall have the right to elect to settle any such claim for monetary Damages only, subject to the consent of the Indemnified Party; provided, however, if the Indemnified Party fails to give such consent to a settlement that has been agreed upon by the Indemnifying Party and the claimant in question within [REDACTED] of being requested to do so, the Indemnified Party shall assume the defense of such claim or demand and regardless of the outcome of such matter, the Indemnifying Party’s liability hereunder shall be limited to the amount of any such proposed settlement. If the Indemnifying Party fails to take any action against the third party claim that is the subject of an Indemnification Notice within [REDACTED] of receiving such Indemnification Notice, or otherwise contests its obligation to indemnify the Indemnified Party in connection therewith, the Indemnified Party may, upon providing prior written notice to, but without the further consent of, the Indemnifying Party, settle or defend against such third party claim for the account, and at the expense, of the Indemnifying Party. Except as otherwise set forth in this Section 17.3, the Indemnified Party shall not enter into any settlement or other compromise or consent to a judgment with respect to a third party claim to which the Indemnifying Party has an indemnity obligation without the prior written consent of the Indemnifying Party.

17.4 Each Indemnified Party shall have the right, but not the duty, to participate in the defense of any claim or litigation with attorneys of its own choosing and at its own cost, without relieving the Indemnifying Party of any obligations hereunder. In addition even if the Indemnifying Party assumes the defense of a claim or demand, the Indemnified Party shall have the right to assume control of the defense of any claim or demand from the Indemnifying Party at any time and to elect to settle or defend against such claim or demand; provided, however, the Indemnifying Party shall have no indemnification obligations with respect to such claim, demand or settlement except for the costs and expenses of the Indemnified Party (other than attorneys’ fees incurred in participating in the defense of such claim or demand) incurred prior to the assumption of the defense of the claim or demand by the Indemnified Party.

17.5 Each party further agrees to indemnify, defend and hold harmless the other from and against any and all Taxes, or Assessments (as defined below), as the case may be, levied upon or advanced by the Indemnified Party but that ultimately the Indemnifying Party would be responsible for paying, which resulted from any transaction or activity contemplated by this Agreement.

17.6 The rights and obligations of the parties under this Section 17 shall survive the termination of this Agreement.

## 18. INSURANCE

18.1 The Operating Carrier shall procure and maintain for the benefit of the Marketing Carrier during the term of this Agreement with insurance carriers of known financial responsibility, insurance of the type and in the amounts listed below:

(a) Third Party Legal Liability in respect of all operations, including but not limited to aircraft (owned and non-owned) liability (including risks hijacking and allied perils), passenger and crew baggage and personal effects, funeral and repatriation expenses (including crew), all reasonable expenses arising out of the Family Assistance Act (United States) and/or similar regulations applying elsewhere in the world, cargo, mail, hangarkeepers, comprehensive general liability, or its equivalent including premises, products, completed operations, liquor law liability, and contractual liability.

(b) Except as provided otherwise in this Section 18.1(b), the Operating Carrier shall maintain a combined single limit of liability of not less than [REDACTED] per any one occurrence for each aircraft, including bodily injury, death, personal injury, property damage, passenger (including Codeshared Passengers and other revenue and non-revenue passengers) legal liability and war and allied perils combined, over all coverages and in the aggregate as applicable, but (i) personal injury limited to [REDACTED] per offense and in the annual aggregate except with respect to passengers (including Codeshared Passengers and other revenue and non-revenue passengers), and (ii) war and allied perils may be subject to an annual aggregate limit.

(c) Hull All Risk insurance, including war risk, and such policy shall include a waiver of subrogation in favor of the Marketing Carrier to the extent of the indemnity specified in Section 17.1.

(d) The foregoing insurance must be primary without right of contribution from any insurance carried by the Marketing Carrier to the extent of the indemnity specified in Section 17.1, and shall (i) name the Marketing Carrier and the other Marketing Carrier Indemnified Parties as additional insureds to the extent of the protections afforded the Marketing Carrier under the indemnity specified in Section 17.1, (ii) contain a severability of interest clause and a breach of warranty clause in favor of the Marketing Carrier, (iii) specifically insure the Operating Carrier's indemnification obligations under this Agreement to the full extent of the coverage provided by the Operating Carrier's policy or policies, and (iv) contain a provision stating that the Operating Carrier's policy or policies are automatically amended to comply with the laws and regulations of any local, federal, or other governmental authority having jurisdiction over aircraft operated by the Operating Carrier.

(e) Worker's compensation and employer's liability insurance or such other similar or equivalent insurance carried outside of the United States, in accordance with statutory limits.

18.2 The Operating Carrier shall provide the Marketing Carrier with certificates of insurance evidencing such coverage within five (5) Business Days after the Effective Date and thereafter within five (5) Business Days of the date of any renewal of such coverage; provided

that no such certificate shall be required to be provided for worker's compensation insurance. The certificates must indicate that the above coverage shall not be canceled or materially altered without thirty (30) days' advance written notice to the Marketing Carrier and that the Marketing Carrier shall be notified of any expiration or renewal of such coverage. The notice period in respect of war and allied perils coverage shall be seven (7) days or such lesser period as is or may be available in accordance with the policy providing such coverage.

## 19. TAXES

19.1 Subject to Section 19.4, each party shall be responsible for any net or gross income or franchise taxes (or taxes of a similar nature) on the revenues or income or any measure thereof which is attributable to it in connection with the sale of air transportation pursuant to this Agreement.

19.2 The party that acts as the Ticketing Carrier in respect of any particular transaction shall collect, except as otherwise prohibited by law, all Ticket Taxes relating to tickets sold or travel documents issued by it with respect to air transport pursuant to this Agreement. The parties hereby agree as follows:

(a) The Ticketing Carrier shall collect, report and remit to the taxation authorities any non-interlineable Ticket Taxes levied in connection with sales of the Codeshared Flights.

(b) The Ticketing Carrier shall collect any interlineable Ticket Taxes levied in connection with the sales of the Codeshared Flights. If the Ticketing Carrier is American, Aer Lingus shall report for any interlineable Ticket Taxes levied in connection with the sales of the Codeshared Flights to American and bill such interlineable Ticket Taxes in accordance with the Interline Traffic Agreement. If the Ticketing Carrier is Aer Lingus, American shall report for any interlineable Ticket Taxes levied in connection with the sales of the Codeshared Flights to Aer Lingus and bill such interlineable Ticket Taxes in accordance with the Interline Traffic Agreement. If the Ticketing Carrier is a third party, the Operating Carrier shall report any interlineable Ticket Taxes levied in connection with the sales of the Codeshared Flights to the Ticketing Carrier and bill such interlineable Ticket Taxes in accordance with the interline traffic agreement, or as may be otherwise agreed, between the Operating Carrier and the Ticketing Carrier. The Operating Carrier shall remit to taxation authorities all such interlineable Ticket Taxes.

(c) The Operating Carrier may bill the Ticketing Carrier for any Ticket Taxes due or payable on or measured by passenger enplanement and payable or remittable by the Operating Carrier or the Marketing Carrier in accordance with industry guidelines outlined in the IATA Revenue Accounting Manual (IATA-RAM).

(d) If the Ticketing Carrier is a third-party, the Marketing Carrier shall use commercially reasonable efforts to cause such third-party to implement the foregoing provisions.

19.3 Notwithstanding the provisions of Section 19.2, if the Ticketing Carrier is prohibited by law from collecting certain Ticket Taxes in the country where tickets are sold or where travel documents are issued, then the Ticketing Carrier is relieved only from collecting



such Ticket Taxes so prohibited by law and (i) if the Marketing Carrier is the Ticketing Carrier it shall notify the Operating Carrier, and (ii) if a third party is the Ticketing Carrier the Marketing Carrier shall cause the Ticketing Carrier to notify the Operating Carrier, within [REDACTED] of the enactment of such laws which Ticket Taxes it is prohibited from collecting and render reasonable assistance to the Operating Carrier so that procedures can be implemented to collect such Ticket Taxes from the passenger.

19.4 Both parties acknowledge that the tax laws of the countries in which they may operate in connection with the Codeshared Flights may require withholding of Taxes on certain of the payments that either of the parties or their agents (the “Payor”) may be required to pay to the other party (the “Payee”), under this Agreement. It is agreed that the Payor shall be permitted to deduct and withhold from any amounts payable under this Agreement such amounts as are required to be deducted or withheld under any provision of Applicable law, provided however, that the Payor shall take all reasonable steps to reduce and eliminate any withholding consistent with Applicable Law and to inform the Payee in writing with at least [REDACTED] advance notice of its intent to withhold the Taxes and the legal basis for such withholding. The Payor shall inform the Payee:

(a) within [REDACTED] of receipt by the Payor of any directives that may be given to the Payor by the relevant taxation authority; and

(b) within [REDACTED] of payment by the Payor to the relevant taxation authority the amounts withheld by Payor.

Amounts withheld under the procedures above shall be treated for all purposes of this Agreement as having been paid to the Payee.

19.5 For U.S. Tax purposes, Aer Lingus shall annually and timely furnish American, a valid, completed and duly executed U.S. Federal Form [W-8ECI (Certificate of Foreign Person’s Claim That Income Is Effectively Connected With the Conduct of a Trade or Business in the United States) or W-8BEN-E (Certificate of Status of Beneficial Owner for United States Tax Withholding and Reporting)] or such other forms as the U.S. Internal Revenue Service may require from time to time, so that American may report any relevant transactions arising under this Agreement and, if applicable, substantiate an exemption from any obligation on American’s part with respect to any income tax withholding or reporting obligations on payments made to Aer Lingus. In the event the Payor is required to withhold Taxes under the procedures of Section 19.4, the Payor shall provide to the Payee within [REDACTED] of such withholding a tax receipt and copies of any support for the payment as may be necessary to support a claim by the Payee of a foreign tax credit under Applicable Laws.

19.6 If either party receives notice from any taxation authority with respect to any assessment or potential assessment or imposition of any Tax (collectively, an “Assessment”) relating to this Agreement, that the other party may be responsible for paying, directly or indirectly, the party so notified shall inform the other party in writing within [REDACTED] of receipt of such notice. If the party receiving such notice from a taxation authority is or will be required to pay any Assessment for which the other party is ultimately responsible, it shall be entitled to be indemnified against such Assessment in accordance with Section 17.5. The

Indemnifying Party shall have the option to defend or contest such Assessment in accordance with the procedures set forth in Section 17.

## **20. FORCE MAJEURE**

Except with respect to the performance of payment, confidentiality and indemnity obligations, which shall be unconditional under this Agreement, neither party shall be liable for delays in or failure to perform under this Agreement to the extent that such delay or failure (an “**Excusable Delay**”) (a) is caused by any act of God, war, terrorism, civil unrest, natural disaster, strike, lockout, labor dispute, work stoppage, fire, serious accident, epidemic or quarantine restriction, act of government or any other cause, whether similar or dissimilar, beyond the control of that party; and (b) is not the result of that party’s lack of reasonable diligence. If an Excusable Delay continues for [REDACTED] or longer, the non-delayed party shall have the right, at its option, to terminate this Agreement by giving the delayed party at least [REDACTED] prior written notice.

## **21. GOVERNING LAW AND ARBITRATION**

21.1 This Agreement and the rights and obligations of the parties it creates are governed by and construed in accordance with the laws of the State of New York (without regard to its conflict of laws principles) applicable to all matters of construction, validity and performance of contracts made and wholly performed within New York.

21.2 (a) Except as otherwise expressly provided in paragraph (b) below, any controversy, dispute, difference, disagreement or claim between the parties arising under or relating to this Agreement (a “**Dispute**”), including any question concerning the validity, termination, interpretation, performance, operation, enforcement or breach of this Agreement, must first be referred by both parties to their senior executives for resolution. If the senior executives are unable to resolve the Dispute within thirty (30) days after the Dispute is referred to them, unless extended by mutual consent of the parties, the Dispute must then be referred by both parties for resolution by their respective Presidents within no more than [REDACTED]. It will be sufficient for the purposes of referrals under this Section 21.2(a) that a party send notice of the Dispute to one of its own senior executives or its own President, as the case may be, with a copy to the other party.

(b) Any Disputes not resolved after referral to the senior executives and subsequently to the Presidents of the parties as required in the preceding section, may then be referred to arbitration as provided in paragraph (c) below. Each party irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of such arbitration and expressly and irrevocably waives its right to bring suit against the other party in respect of a Dispute in any court of law except for the limited purposes of enforcing an arbitral award obtained in respect of a Dispute, or for obtaining any injunctive, temporary or preventative order or similar order available to it under the laws of any jurisdiction for a breach or threatened breach by another party of this Agreement which threatens irreparable damage or as provided in Section 26.3. Each party, to the fullest extent it may effectively do so under Applicable Law, irrevocably waives and agrees not to assert, by way of motion, as a defense or otherwise, any claim that it is not subject to arbitration.

(c) Without limiting subsection (b), the parties agree that, within five (5) days of when any Dispute is not resolved pursuant to subsection (a), then subject to subsection (d), such Dispute shall be referred to non-binding mediation in the Borough of Manhattan, New York City, United States of America, in accordance with the American Arbitration Association Commercial Mediation Procedures, with an impartial mediator selected by the method set forth in the Commercial Mediation Procedures within [REDACTED] of the referral. The mediation session must be completed within [REDACTED] of the selection of the mediator. The fees and costs of the mediator shall be shared equally between the parties. Neither party may employ or use the mediator as a witness, consultant, expert or counsel regarding the Dispute or any related matters. Discussions and correspondence exchanged in connection with any mediation shall be treated as confidential information for purposes of settlement and shall be exempt from discovery and production, and shall not be admissible in arbitration or the enforcement of any arbitration provisions pursuant to Rule 408 of the Federal Rules of Evidence. Any such mediation would be conducted in parallel with the Dispute resolution procedures otherwise set forth in this Section 21.2 and shall not affect the timing for such Dispute resolution or the timing for filing and otherwise proceeding with arbitration.

(d) In the event that any Dispute is not resolved pursuant to subsection (a), then such Dispute shall be referred to and finally resolved pursuant to binding and confidential arbitration under the then-existing Commercial Arbitration Rules of the American Arbitration Association (the “**Rules**”), except as they may be modified herein or by mutual agreement of the parties. The arbitration, including the rendering of the award, will be conducted by three (3) arbitrators, each of whom will have experience with aviation industry matters and be fluent in the English language; provided, however, that the arbitration may be conducted by only one (1) arbitrator if the parties so agree in advance of the arbitration and are able to agree upon a single, mutually acceptable individual. If the arbitration is to be conducted by three (3) arbitrators, such arbitrators will be selected in accordance with the Rules. The arbitration proceedings will take place in the Borough of Manhattan, New York City, United States of America. The language to be used in the arbitral proceedings shall be English. The parties will conduct the arbitration as quickly as is reasonably practicable and will use their respective commercially reasonable efforts to ensure that the duration of the arbitral proceeding and rendering of a decision and/or award will not exceed [REDACTED] commencing from the date the last arbitrator accepts his or her appointment (or, if the arbitral award is not issued within such [REDACTED], within a single renewal period of [REDACTED]). Any decision or award of the arbitrators will be based solely on the terms of this Agreement and the terms of the Joint Business Agreement (if applicable), and the substantive governing law applicable to such agreement(s). The decision of the arbitrators will be in writing stating the reasons therefor, will be final and conclusive, and will be binding on the parties. Judgment upon the award rendered in the arbitration may be entered and enforced by any court of competent jurisdiction. Each party hereby expressly agrees that the arbitrators will have the authority to award specific performance or an injunction to the prevailing party, or to make an award of damages, subject to the limits, waivers and disclaimers set forth in this Agreement or under Applicable Law. The prevailing party shall be awarded costs, reasonable expert witness fees, and reasonable attorneys’ fees incurred in connection with such arbitral proceedings.

(e) Without prejudice to the provisions of subsection (b), each party irrevocably and unconditionally submits, for itself and its property, to the nonexclusive

jurisdiction of the United States District Court for the Southern District of New York and of any State Court sitting in the City of New York and any appellate court from any thereof (the “Courts”) for purposes of enforcing any arbitral award, or for obtaining any injunctive, temporary or preventative order or similar order available to it under the laws of any jurisdiction for a breach or threatened breach by the other party of this Agreement which threatens irreparable damage or as provided in Section 26.3. Nothing in subsection (c) or this subsection (e) shall affect any right that either party may otherwise have to bring any provisional, interim or conservatory action or proceeding relating to provisional, interim or conservatory measures in the courts of any other jurisdiction. Each party irrevocably consents to service of process by any means described in Section 32.

(f) Each party, to the fullest extent it may effectively do so under Applicable Law, irrevocably waives and agrees not to assert, by way of motion, as a defense or otherwise any claim that it is not subject to the jurisdiction of the Courts and any objection that it may have as to venue or inconvenient forum in respect of claims or actions brought in any such Court.

## **22. CONSEQUENTIAL DAMAGES**

22.1 EXCEPT FOR BREACHES OF CONFIDENTIALITY OR DATA SECURITY OBLIGATIONS, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOST REVENUES, LOST PROFITS, OR LOST PROSPECTIVE ECONOMIC ADVANTAGE, ARISING FROM ANY PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT, EVEN IF SUCH PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND EACH PARTY HEREBY RELEASES AND WAIVES ANY CLAIMS AGAINST THE OTHER PARTY REGARDING SUCH DAMAGES. FOR THE AVOIDANCE OF DOUBT, THE PARTIES AGREE THAT THE FOREGOING SHALL NOT LIMIT A PARTY’S OBLIGATION TO INDEMNIFY THE OTHER IN ACCORDANCE WITH SECTION 17 FOR DAMAGES ARISING OUT OF OR RELATING TO A CLAIM, SUIT OR CAUSE OF ACTION BY A THIRD PARTY.

## **23. DATA PROTECTION AND PRIVACY**

Each party shall comply with Data Law applicable to such party in its performance or receipt of services under this Agreement or to the Covered Personal Data as detailed in the Alliance Agreement.

## **24. COVENANT TO COMPLY WITH ALL LAWS**

24.1 In performing its obligations under this Agreement, each party shall (and shall cause its Authorized Affiliates to), at its own cost and expense, fully comply with, and have all licenses required under all applicable federal, state, provincial and local laws, rules and regulations of the United States, Ireland and all third countries, including rules and regulations promulgated by the U.S. National Transportation Safety Board, U.S. Department of Transportation, U.S. Federal Aviation Administration, the U.S. Department of Defense, the U.S. Department of Homeland Security and the counterpart agencies in Ireland. Each party further agrees (and shall cause its Authorized Affiliates to agree) to participate in (i) the Advance

Passenger Information System (“APIS”) program (on terms consistent with those currently in effect for other non-U.S. carriers) whereby the Operating Carrier will supply the U.S. Customs and Border Protection (“CBP”) with the required passenger manifest data from its flight(s) inbound to and outbound from the United States at the time of departure, (ii) the U.S. Department of Homeland Security (“DHS”) Electronic System for Travel Authorization (“ESTA”), and (iii) the DHS Secure Flight program.

24.2 If either party has notice that a provision of this Agreement is contrary to any Applicable Laws, that party shall immediately notify the other party in writing, such notice to include a description of the perceived violation of regulation and supporting written materials that facilitate the other party’s investigation of such perceived violation.

## **25. PUBLICITY**

Except as required by Applicable Law, neither party may issue any written press release concerning this Agreement without the prior written consent of the other party (which consent shall not be unreasonably withheld or delayed).

## **26. CONFIDENTIALITY**

26.1 Except as necessary to obtain any Government Approvals or as otherwise provided below, each party shall, and shall ensure that its directors, officers, employees, Affiliates and professional advisors (collectively, the “**Representatives**”), at all times, maintain strict confidence and secrecy in respect of all Confidential Information of the other party (including its Affiliates) received directly or indirectly as a result of this Agreement. If a party (the “**Disclosing Party**”) is requested to disclose any Confidential Information of other party (the “**Affected Party**”) under the terms of a subpoena or order issued by a court or governmental body, it shall (a) notify the Affected Party immediately of the existence, terms and circumstances surrounding such request, (b) consult with the Affected Party on the advisability of taking legally available steps to resist or narrow such request and (c) if any disclosure of Confidential Information is required to prevent the Disclosing Party from being held in contempt or subject to other legal penalty, furnish only such portion of the Confidential Information as it is legally compelled to disclose and use commercially reasonable efforts to obtain an order or other reliable assurance that confidential treatment shall be accorded to the disclosed Confidential Information. Each party agrees to transmit Confidential Information only to such of its Representatives as required for the purpose of implementing and administering this Agreement, and shall inform such Representatives of the confidential nature of the Confidential Information and instruct such Representatives to treat such Confidential Information in a manner consistent with this Section 26.1.

26.2 Within [REDACTED] after the termination of the Agreement, each party shall, either deliver to the other party or destroy all copies of the other party’s Confidential Information in its possession or the possession of any of its representatives (including, without limitation, any reports, memoranda or other materials prepared by such party or at its direction) and purge all copies encoded or stored on magnetic or other electronic media or processors, unless and only to the extent that the Confidential Information is necessary for the continued administration and

operation of such party's programs or is reasonably necessary in connection with the resolution of any dispute between the parties.

26.3 Each party acknowledges and agrees that in the event of any breach of this Section 26, the Affected Party shall be irreparably and immediately harmed and could not be made whole by monetary damages. Accordingly, it is agreed that, in addition to any other remedy at law or in equity, the Affected Party shall be entitled to an injunction or injunctions (without the posting of any bond and without proof of actual damages) to prevent breaches or threatened breaches of this Section 26 and/or to compel specific performance of this Section 26.

26.4 The confidentiality obligations of the parties under this Section 26 shall survive the termination or expiration of this Agreement for a period of five (5) years, except that restrictions and obligations relating to Confidential Information that is personally identifiable information or trade secrets of a party will survive indefinitely.

## **27. ASSIGNMENT**

Neither party may assign or otherwise convey any of its rights under this Agreement, or delegate or subcontract any of its duties hereunder, without the prior written consent of the other party; provided however, that American or Aer Lingus may assign, subcontract or delegate any of its rights, duties or obligations under this Agreement to any of its Affiliates, provided that such assignment and/or delegation shall not relieve American or Aer Lingus of any of its obligations under this Agreement.

## **28. SEVERABILITY**

If any provision of this Agreement is or becomes illegal, invalid or unenforceable under the law of any jurisdiction, such provision shall be severed from this Agreement from the jurisdiction in question and shall not affect the legality, validity or enforceability of the remaining provisions of this Agreement nor the legality, validity or the enforceability of such provision under the law of any other jurisdiction; unless, in the reasonable opinion of either party, any such severance affects the commercial basis of this Agreement, in which case the party shall so inform the other party and the parties shall negotiate to agree upon modification of this Agreement so as to maintain the balance of the commercial interests of the parties. If, however, such negotiations are not successfully concluded within [REDACTED] from the date a party has informed the other that the commercial basis has been affected, either party may terminate this Agreement by giving at least [REDACTED] prior written notice to the other party.

## **29. RELATIONSHIP OF THE PARTIES**

29.1 Subject to the provisions of the JBA and the Side Letter Agreement, this Agreement is non-exclusive and does not preclude either party from entering into or maintaining marketing relationships, including codesharing, with other airlines. In the event of a conflict between the provisions of this Agreement and the provisions of the JBA or the Side Letter Agreement, the provisions of the Side Letter Agreement will prevail, followed by the provisions of the JBA.

29.2 The relationship of the parties hereunder shall be that of independent contractors. Neither party is intended to have, and neither of them shall represent to any other person that it has, any power, right or authority to bind the other, or to assume, or create, any obligation or responsibility, express or implied, on behalf of the other, except as expressly required by this Agreement or as otherwise permitted in writing. Nothing in this Agreement shall be construed to create between the parties and/or the parties' Representatives any partnership, joint venture, employment relationship, franchise or agency (except that the Operating Carrier shall have supervisory control over all passengers during any Codeshared Flight, including any employees, agent or contractors of the Marketing Carrier who are on board any such flight).

### **30. FURTHER ASSURANCES**

30.1 Each party shall perform such further acts and execute and deliver such further instruments and documents at such party's costs and expense as may be required by Applicable Law or as may be reasonably requested by the other to carry out and effectuate the purposes of this Agreement.

30.2 If and to the extent the transactions or activities contemplated by this Agreement require the cooperation or participation of an Affiliate or Authorized Wet Lessor that is not a party hereto, then its Parent Entity shall cause such Affiliate to cooperate or participate in such transaction or activity. Without limiting the generality of the foregoing, if such Affiliate operates as an Operating Carrier in connection with this Agreement and is not a party to a separate codesharing agreement or addendum hereto with respect to such operations, its Parent Entity shall cause it to comply with all obligations imposed on an Operating Carrier hereunder as if such Affiliate were a party hereto. The Parent Entity shall be jointly and severally obligated and liable with such Affiliate for all such obligations, including, without limitation, the indemnity and insurance requirements of this Agreement. In addition, the Parent Entity shall cause such Affiliate to perform such acts and execute and deliver such further instruments and documents as may reasonably be required by the other party to provide for such cooperation and participation, including, without limitation, execution of an addendum providing for such Affiliate to become a party to this Agreement.

### **31. MISCELLANEOUS**

31.1 This Agreement contains the entire agreement between the parties relating to its subject matter, and supersedes any prior understandings or agreements between the parties regarding the same subject matter, provided, however, that no provisions of this Agreement shall supersede the Side Letter Agreement or the JBA. This Agreement may not be amended or modified except in writing signed by a duly authorized representative of each party.

31.2 Unless otherwise expressly required in this Agreement, all notices, reports, invoices and other communications required or permitted to be given to or made upon a party to this Agreement shall be given in accordance with the procedures set forth in the Procedures Manual.

31.3 All rights, remedies and obligations of the parties hereto shall accrue and apply solely to the parties hereto and their permitted successors and assigns; there is no intent to benefit any third parties, including the creditors of either party.

31.4 This Agreement may be executed and delivered by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all of which taken together shall constitute one and the same instrument.

31.5 No failure to exercise and no delay in exercising, on the part of any party, any right, remedy, power or privilege hereunder, shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof of the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law. The failure of any party to insist upon a strict performance of any of the terms or provisions of this Agreement, or to exercise any option, right or remedy herein contained, shall not be construed as a waiver or as a relinquishment for the future of such term, provision, option, right or remedy, but the same shall continue and remain in full force and effect. No waiver by any party of any term or provision of this Agreement shall be deemed to have been made unless expressed in writing and signed by such party.

31.6 This Agreement is the product of negotiations between Aer Lingus and American, and shall be construed as if jointly prepared and drafted by them, and no provision hereof shall be construed for or against any party by reason of ambiguity in language, rules of construction against the drafting party, or similar doctrine.

31.7 In the event that there occurs a substantial change in market conditions in general or in the condition of either party, which change or changes are not substantially the result of an act or omission of the party requesting a change or amendment to this Agreement and which change or changes have a material adverse effect on either party to this Agreement, then American or Aer Lingus may propose a review of or amendment to this Agreement to limit or expand any of the terms, to extend the relationship to additional activities or city-pair destinations or otherwise to modify in any way the transactions or relationships contemplated in this Agreement. However, neither American nor Aer Lingus will have any obligation, for any reason, to effect such an amendment.

31.8 Neither party will, directly or indirectly, pay, offer, promise to pay or authorize the payment of, any monies or financial or other advantage in violation of Anti-Corruption Laws. Further, neither party has taken or will take, directly or indirectly, any action that would cause the other party's officers, directors, employees and/or affiliates to be in violation of Anti-Corruption Laws. Each party agrees to keep full and accurate books and records of all payments made in respect of any transaction or business effected in connection with this Agreement, and to make all such books and records available to the other party's duly authorized representatives as deemed necessary by the other party to verify its compliance with Anti-Corruption Laws and this Agreement, provided the reviewing party has reason to believe the other party has violated Anti-Corruption Laws. Each party shall indemnify the other party from any claims, suits, investigations, penalties and fines of any kind arising from any breach of this provision. Breach



of this Section 31.8 shall constitute a material breach of this Agreement. This Section 31.8 shall survive any termination of the Agreement.

31.9 Each party represents that it shall, and shall procure that its officers, directors, employees, and/or Affiliates comply with all Anti-Slavery and Human Trafficking Laws. Each party shall indemnify the other party from any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by or awarded against the other party of any kind arising from any breach of this provision. Breach of this Section 31.9 shall constitute a material breach of this Agreement. This Section 31.9 shall survive any termination of the Agreement.

31.10 Each party agrees to keep full and accurate records to trace the supply chain of all goods and services provided to the other party in connection with this Agreement, and to make all such records available to the other party's duly authorized representatives only to the extent necessary to verify its compliance with Anti-Slavery and Human Trafficking Laws and this Agreement.

## **32. NOTICES**

Unless otherwise expressly required in this Agreement or the Procedures Manual, all notices, reports, invoices and other communications required or permitted to be given to or made upon a party to this Agreement shall be in writing, shall be addressed as provided below and shall be considered as properly given and received: (i) when delivered, if delivered in person (and a signed acknowledgment of receipt is obtained); (ii) three (3) Business Days after dispatch, if dispatched by a recognized express delivery service that provides signed acknowledgments of receipt; or (iii) seven (7) Business Days after deposit in the applicable postal service delivery system. For the purposes of notice, the addresses of the parties shall be as set forth below; provided, however, that either party shall have the right to change its address for notice to any other location by giving at least three (3) Business Days prior written notice to the other party in the manner set forth above.

If to American Airlines, Inc.:

1 Skyview Drive, [REDACTED]  
Fort Worth, Texas 76155  
USA  
Attention: Managing Director – Alliances  
Responsible for Aer Lingus  
Telephone: [REDACTED]

with a copy to:

1 Skyview Drive, [REDACTED]  
Fort Worth, Texas 76155  
USA  
Attention: Deputy Corporate Secretary

If to Aer Lingus Limited:

Hangar 6  
Dublin Airport  
Ireland  
Attention: Director of Schedules Planning and Alliances  
Telephone: [REDACTED]

with a copy to:

Hangar 6  
Dublin Airport  
Ireland  
Attention: Company Secretary  
Email: [REDACTED]  
Telephone: [REDACTED]

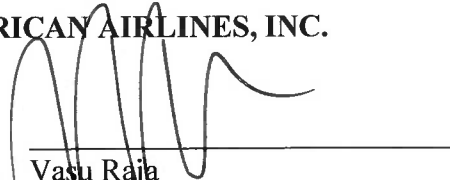
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IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Agreement as of the date first indicated above.

**AER LINGUS LIMITED**

By:   
Name: Reid Moody  
Title: Chief Strategy & Planning Officer

**AMERICAN AIRLINES, INC.**

By:   
Name: Vasu Raja  
Title: Senior Vice President –  
Network Strategy

**Attachments:**

- Annex A - Definitions
- Annex B - Codeshared Routes
- Annex C - Minimum Standards of Ground and In-Flight Services
- Annex D - Financial Settlement
- Annex E - Governmental Approvals
- Annex F - List of Authorized Wet Lessors

## ANNEX A

### DEFINITIONS

“**Aer Lingus**” has the meaning assigned to such term in the preamble to this Agreement

“**Affected Party**” has the meaning assigned to such term in Section 26.1.

“**Affiliate**” means, with respect to any person or entity, any other person or entity directly or indirectly Controlling, Controlled by, or under Common Control with, such person or entity.

“**Agreement**” has the meaning assigned to such term in the preamble to this Agreement.

“**Airline Guides**” means the printed and electronic data versions of the “**Official Airline Guide**” and the “**ABC World Airlines Guide**,” and their respective successors.

“**American**” has the meaning assigned to such term in the preamble to this Agreement.

“**Anti-Corruption Laws**” means any applicable foreign or domestic anti-bribery and anti-corruption laws and regulations, as amended from time to time, including the UK Bribery Act 2010, the US Foreign Corrupt Practices Act 1977 and any laws intended to implement the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions.

“**Anti-Slavery and Human Trafficking Laws**” means any applicable foreign or domestic anti-slavery and human trafficking laws and regulations, as amended from time to time, including, but not limited to, the UK Modern Slavery Act 2015.

“**APIS**” has the meaning assigned to such term in Section 14.2.

“**Applicable Law**” means all applicable laws of any jurisdiction including ordinances, judgments, decrees, injunctions, writs, and orders or like actions of any Competent Authority and the rules, regulations, orders or like actions of any Competent Authority and the interpretations, licenses and permits of any Competent Authority.

“**Assessment**” has the meaning assigned to such term in Section 19.6.

“**Authorized Affiliate**” means (a) with respect to American, (i) Envoy Air Inc. (f/k/a American Eagle Airlines, Inc.), Piedmont Airlines, Inc., and PSA Airlines, Inc. to the extent each of them operates flights with American’s Code under the “American Eagle” brand and (ii) any other carrier to the extent it operates flights with American’s Code under the name “American Eagle”; and (b) with respect to Aer Lingus, Stobart Air Unlimited Company.

“**Authorized Wet Lessor**” has the meaning assigned to such term in Section 2.8.

“**Authorized Wet Lessor Reviews**” has the meaning assigned to such term in Section 2.8.

**“Business Day”** means any day other than a Saturday, Sunday or other day on which banking institutions in New York, New York are required by law, regulation or executive order to be closed.

**“Carrier Code Box”** means the three alphanumeric characters contained in the “Sold Airline Designator (Marketing Carrier)” field as defined in IATA Resolution 722f.

**“CBP”** has the meaning assigned to such term in Section 24.1.

**“Change of Control”** with respect to a party occurs: (i) if such party merges or consolidates with or into any other person or entity; except when such merger or consolidation is with an Affiliate of such party, or where immediately after such merger or consolidation, the shareholders of the party immediately prior to the merger or consolidation continue to own more than seventy percent (70%) of the common equity of the surviving entity and, if the party is not the surviving entity, the surviving entity assumes in writing all of the obligations and responsibilities of the party under this Agreement; (ii) if such party sells or otherwise transfers all or substantially all of its assets to any other person or entity except to an Affiliate of such party; (iii) if a third party (or third parties acting as a group), except for an Affiliate of a party, acquires thirty percent (30%) or more of the party’s common equity in one or more transactions; or (iv) if a third party airline (not being an Affiliate of a party) or the parent of a third party airline, acquires Control directly or indirectly of a party. Notwithstanding the foregoing, a transaction involving a merger or consolidation of the parties, or the acquisition by one party of the assets, equity or Control of the other party shall not be deemed a Change of Control for purposes of this Agreement.

**“Code”** means the two (2) character identifier assigned to a carrier by IATA for the purpose of exchanging interline carrier messages in accordance with AIRIMP procedures.

**“Codeshare Commission”** has the meaning assigned to such term in Section 6.3.

**“Codeshared Flight”** has the meaning assigned to such term in Section 2.1.

**“Codeshared Passenger”** means a passenger traveling on a Marketing Carrier Flight Coupon.

**“Codeshared Route”** has the meaning assigned to such term in Section 2.1.

**“Competent Authority”** or **“Competent Authorities”** means any supranational, national, federal, state, county, local, regulatory or municipal government body, bureau, commission, board, board of arbitration, instrumentality, authority, agency, court, department, inspectorate, minister, ministry, official or public or statutory person (whether autonomous or not) having jurisdiction over this Agreement or either party.

**“Conditions of Carriage”** means those tariffs, rules and conditions of contract and carriage of a party that govern the transport of passengers traveling on tickets showing such party’s Code in the Carrier Code Box of the flight coupon.

**“Confidential Information”** means (a) all confidential or proprietary information of a party, including, without limitation, trade secrets, information concerning past, present and future research, development, business activities and affairs, finances, properties, methods of operation,

processes and systems, customer lists, customer information (such as passenger name record or “PNR” data) and computer procedures and access codes; and (b) the terms and conditions of this Agreement and any reports, invoices or other communications between the parties given in connection with the negotiation or performance of this Agreement; and (c) excludes (i) information already in a party’s possession prior to its disclosure by other party; (ii) information obtained from a third person or entity that is not prohibited from transmitting such information to the receiving party as a result of a contractual, legal or fiduciary obligation to the party whose information is being disclosed; (iii) information that is or becomes generally available to the public, other than as a result of disclosure by a party in violation of this Agreement; or (iv) information that has been or is independently acquired or developed by a party, or its Affiliate, without violating any of its obligations under this Agreement.

“**Control**” (which shall be deemed to refer interchangeably to “**Controlling**”, “**Controlled by**” and “**under Common Control with**”) shall mean the power of any other person or persons acting as a group, directly or indirectly, to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities or by contract or otherwise.

“**Covered Personal Data**” shall have the meaning given to it in the Alliance Agreement.

“**CRS**” means a computerized reservations system owned or operated by any entity, including either party to this Agreement, that contains information about commercial airline schedules, fares, cargo rates, passenger and cargo tariff rules and flight availability that is made available to travel agents, cargo agents and other non-airline entities to facilitate their ability to make reservations and issue tickets and air waybills.

“**Damages**” means all third party claims, suits, causes of action, penalties, liabilities, judgments, demands, recoveries, awards, settlements, penalties, fines, losses and expenses of any nature or kind whatsoever under the laws of any jurisdiction (whether arising in tort, contract, under the Warsaw Convention, as amended, or Montreal Convention of 1999, as amended, and related instruments, or otherwise), including reasonable costs and expenses of investigating, preparing or defending any claim, suit, action or proceeding (including post judgment and appellate proceedings or proceedings that are incidental to the successful establishment of a right of indemnification), such as reasonable attorneys’ fees and fees for expert witnesses, consultants and litigation support services, but not including internal expenses of the Indemnified Party, such as employee salaries and the costs of cooperating in the investigation, preparation or defense of claims.

“**Data Law**” means, as in effect from time to time, any law, rule, regulation, declaration, decree, directive, statute or other enactment, order, mandate or resolution, which is applicable to either party, issued or enacted by any domestic or foreign, supra-national, national, state, county, municipal, local, territorial or other government or bureau, court, commission, board, authority, or agency, anywhere in the world, relating to data security, data protection and/or privacy, including the General Data Protection Regulation (as defined in the Alliance Agreement).

“**DHS**” has the meaning assigned to such term in Section 24.1.

**“Disclosing Party”** has the meaning assigned to such term in Section 26.1.

**“Dispute”** has the meaning assigned to such term in Section 21.2(a).

**“ESTA”** has the meaning assigned to such term in Section 24.1.

**“Frequent Flyer Participating Carrier Agreements”** means the agreements, from time to time, between Aer Lingus and American relating to the participation of one party in the other party’s frequent flyer program.

**“FTP”** has the meaning assigned to such term in Section 6.3.

**“Governmental Approvals”** has the meaning assigned to such term in Section 15.1.

**“IATA”** means the International Air Transport Association.

**“IATA Clearing House”** means the clearing house established by IATA to administer and implement revenue settlement by reference to the Revenue Accounting Manual published by IATA.

**“IATA PMP”** has the meaning assigned to such term in Section 6.2(a).

**“Implementation Date”** means the first date a codeshare service is operated under this Agreement.

**“Indemnification Notice”** has the meaning assigned to such term in Section 17.3.

**“Indemnified Party”** has the meaning assigned to such term in Section 17.3.

**“Indemnifying Party”** has the meaning assigned to such term in Section 17.3.

**“Interline Service Charge”** means the payment by the carrier lifting the ticket to the Ticketing Carrier, according to the industry program for compensation for the Ticketing Carrier’s commission sales costs currently set forth in IATA Passenger Services Conference Resolutions 780b and 780d or as agreed between the respective carriers.

**“Ireland”** means the Republic of Ireland.

**“JBA Implementation Date”** means the Aer Lingus Implementation Date (as defined in the Joint Business Agreement).

**“Joint Business Agreement” or “JBA”** means the Amended and Restated Joint Business Agreement by and among American, British Airways Plc, Iberia Líneas Aéreas de España, Operadora S.A. Unipersonal, Aer Lingus, and Finnair Oyj, dated as of October 23, 2017 and effective as of January 1, 2017, as may be amended from time to time.

**“Licensed Trademark”** has the meaning assigned to such term in Section 13.4.

**“Marketing Carrier”** means the air carrier whose Code is shown in the Carrier Code Box of a flight coupon for a Codeshared Flight but which is not the Operating Carrier.

**“Marketing Carrier Flight Coupon”** means a flight coupon (electronic or paper) of a ticket issued by the Marketing Carrier, Operating Carrier or a third party for travel on a Codeshared Flight showing the Marketing Carrier’s code (i) in the Carrier Code Box in the case of a paper ticket, and (ii) in the transporting carrier field in the case of an electronic ticket.

**“Marketing Carrier Indemnified Party”** has the meaning assigned to such term in Section 17.1.

**“Marketing Carrier Reviews”** has the meaning assigned to such term in Section 10.3.

**“Marketing Carrier Ticket”** means a ticket issued by the Marketing Carrier, Operating Carrier or a third party that contains at least one Marketing Carrier Flight Coupon.

**“Marketing Flight(s)”** means a Codeshared Flight when displayed, sold or referred to as a flight of the Marketing Carrier rather than a flight of the Operating Carrier, such as when using the Marketing Carrier’s name, designator Code and/or flight number.

**“Mutual Emergency Assistance Agreement”** means the agreement between the parties relating to provision of assistance by one party to the other party in the event of aircraft emergency.

**“Net Net Coupon Value”** means the actual revenue value of a Marketing Flight Coupon (after application of the applicable revenue apportionment agreement) forming the whole or part, as the case may be, of the actual fare value after the deduction of any applicable Sales Discount and Sales Commission but before the deduction of the Interline Service Charge, if applicable.

**“Operating Carrier”** means the party or party’s Affiliate or Authorized Wet Lessor having operational control of an aircraft used for a given Codeshared Flight.

**“Operating Carrier Indemnified Party”** has the meaning assigned to such term in Section 17.2.

**“Parent Entity”** means American or Aer Lingus, respectively, when referenced in relation to another entity that is not a party to this Agreement and to which it is an Affiliate.

**“Payee”** has the meaning assigned to such term in Section 19.4.

**“Payor”** has the meaning assigned to such term in Section 19.4.

**“Procedures Manual”** has the meaning assigned to such term in Section 2.2.

**“Representatives”** has the meaning assigned to such term in Section 26.1.

**“Reservations System”** means the internal computerized airline passenger or cargo reservations system used by the personnel of an airline that contains information about flight schedules, fares,



cargo rates, passenger and cargo tariff rules and seat availability of that airline and other carriers, and provides the ability to make reservations and issue tickets or air waybills.

“**Rules**” has the meaning assigned to such term in Section 21.2(d).

“**Sales Commission**” means any commissions and/or fees paid or payable to a travel agent, or other third party (excluding any Affiliates of either party), in respect of any ticket sold on the ticket stock of the party acting as the Marketing Carrier.

“**Sales Discount**” means a discount, applied to a ticket at the time of sale, given to a passenger, travel agent, or other third party (excluding any Affiliates of either party), and excluding any volume related discount paid retrospectively.

“**Side Letter Agreement**” means the Side Letter Agreement Related to the Introduction of Aer Lingus by and among American, British Airways Plc, Iberia Líneas Aéreas de España, Operadora S.A. Unipersonal and Aer Lingus dated as of October 23, 2017.

“**Special Prorate Agreement**” means the agreement, from time to time, between Aer Lingus and American or between the Operating Carrier and the Ticketing Carrier, as applicable, relating to the proration of interline revenue.

“**Taxes**” means all taxes, assessments, fees, levies, imposts, duties, stamp taxes, documentary taxes or other charges of a similar nature, including, without limitation, income taxes, value-added taxes, sales taxes, excise taxes, transactional taxes, exchange control taxes and/or fees, and interest and penalties related to the foregoing, but excluding Ticket Taxes, that may be imposed by any Competent Authority.

“**Termination Date**” means 23:59 Coordinated Universal Standard Time on the date provided in the notice of termination given in accordance with Section 16.1.

“**Ticketing Carrier**” means a carrier whose traffic documents are used to issue a ticket.

“**Ticket Handling Fee**” means the payment by the carrier lifting the ticket to the Ticketing Carrier for expenses incurred as a result of issuing the ticket. Such payment is a percentage, agreed upon bilaterally by the parties, of the prorated value billed by the carrier that lifted the ticket.

“**Ticket Taxes**” means any transactional taxes or passenger facility charges, including, without limitation, sales taxes, use taxes, stamp taxes, excise taxes, value added taxes, gross receipts taxes, departure taxes, surcharges and travel taxes, and all related charges, fees, licenses or assessments (and any interest or penalty thereon) imposed on passengers (or which air carriers or their agents are required to collect from passengers) by any authority in any country, or political subdivision thereof or public authority operating therein (including, without limitation any national, federal, state, provincial, territorial, local, municipal, port or airport authority) or which are levied upon passengers by operation of Applicable Law or industry standard.

“**U.S.**” or “**United States**” means the fifty states of the United States of America, the District of Columbia and the Commonwealth of Puerto Rico.

**“Wetleased Codeshared Flights”** has the meaning assigned to such term in Section 2.8.

**“\$”** or **“US\$”** or **“Dollars”** means lawful currency of the United States of America.

## ANNEX B

The Parties shall mutually designate certain flights serving the Codeshared Routes shown below on which the Parties shall place their respective Codes. The implementation date for each Codeshared Route shall occur on a date to be mutually agreed between the Parties, subject to obtaining all Governmental Approvals. In the event that all Governmental Approvals have not been obtained by such mutually agreed date for some particular Codeshared Route(s), then the implementation date for each such Codeshared Route shall occur at a later date as mutually agreed by the Parties.

Routes from Hartford (BDL)	Destination	Operated By
BDL-CLT	Charlotte	AA
BDL-DCA	Washington	AA
BDL-DFW	Dallas-Fort Worth	AA
BDL-ORD	Chicago	AA
BDL-PHL	Philadelphia	AA

Routes from Boston (BOS)	Destination	Operated By
BOS-CLT	Charlotte	AA
BOS-DCA	Washington	AA
BOS-DFW	Dallas-Fort Worth	AA
BOS-JFK	New York	AA
BOS-LAX	Los Angeles	AA
BOS-LGA	New York	AA
BOS-MDT	Harrisburg	AA
BOS-MIA	Miami	AA
BOS-ORD	Chicago	AA
BOS-PHL	Philadelphia	AA
BOS-PHX	Phoenix	AA
BOS-ROC	Rochester	AA
BOS-SYR	Syracuse	AA

Routes from Charlotte (CLT)	Destination	Operated By
CLT-EWN	New Bern	AA
CLT-FAY	Fayetteville	AA
CLT-FLO	Florence	AA
CLT-HTS	Huntington	AA
CLT-LYH	Lynchburg	AA
CLT-OAJ	Jacksonville	AA
CLT-PGV	Greenville	AA

Routes from Dallas-Fort Worth (DFW)	Destination	Operated By
DFW-ABI	Abilene	AA
DFW-ACA	Acapulco	AA

DFW-ACT	Waco	AA
DFW-AEX	Alexandria	AA
DFW-AGU	Aguascalientes	AA
DFW-AMA	Amarillo	AA
DFW-BIL	Billings	AA
DFW-BIS	Bismarck	AA
DFW-BJX	Guanajuato	AA
DFW-BPT	Beaumont	AA
DFW-BRO	Brownsville	AA
DFW-CLL	College Station	AA
DFW-CRP	Corpus Christi	AA
DFW-CYS	Cheyenne	AA
DFW-CZM	Cozumel	AA
DFW-DGO	Durango	AA
DFW-DRT	Del Rio	AA
DFW-EGE	Vail	AA
DFW-FSM	Fort Smith	AA
DFW-GCK	Garden City	AA
DFW-GGG	Longview	AA
DFW-GRI	Grand Island	AA
DFW-GRK	Killeen	AA
DFW-HOU	Houston	AA
DFW-HRL	Harlingen	AA
DFW-HUX	Huatulco	AA
DFW-LAW	Lawton	AA
DFW-LCH	Lake Charles	AA
DFW-LFT	Lafayette	AA
DFW-LRD	Laredo	AA
DFW-MFE	Midland	AA
DFW-MLM	Morelia	AA
DFW-MLU	Monroe	AA
DFW-OAX	Oaxaca	AA
DFW-PIB	Hattiesburg	AA
DFW-QRO	Queretaro	AA
DFW-SJT	San Angelo	AA
DFW-SLP	San Luis Potosi	AA
DFW-SPI	Springfield	AA
DFW-SPS	Wichita Falls	AA
DFW-SWO	Stillwater	AA
DFW-TRC	Torreon	AA
DFW-TXK	Texarkana	AA
DFW-TYR	Tyler	AA
DFW-ZCL	Zacatecas	AA

Routes from Newark (EWR)	Destination	Operated By
EWR-CLT	Charlotte	AA
EWR-DFW	Dallas-Fort Worth	AA
EWR-MIA	Miami	AA
EWR-ORD	Chicago	AA
EWR-PHX	Phoenix	AA

Routes from Washington (IAD)	Destination	Operated By
IAD-CLT	Charlotte	AA
IAD-DFW	Dallas-Fort Worth	AA

Routes from New York (JFK)	Destination	Operated By
JFK-AUS	Austin	AA
JFK-BDA	Hartford	AA
JFK-BNA	Nashville	AA
JFK-BOS	Boston	AA
JFK-BWI	Baltimore	AA
JFK-CLE	Cleveland	AA
JFK-CLT	Charlotte	AA
JFK-CMH	Columbus	AA
JFK-CUN	Cancun	AA
JFK-CVG	Cincinnati	AA
JFK-DCA	Washington	AA
JFK-DFW	Dallas-Fort Worth	AA
JFK-IND	Indianapolis	AA
JFK-LAS	Las Vegas	AA
JFK-LAX	Los Angeles	AA
JFK-MBJ	Montego Bay	AA
JFK-MIA	Miami	AA
JFK-ORD	Chicago	AA
JFK-ORF	Norfolk	AA
JFK-PHL	Philadelphia	AA
JFK-PHX	Phoenix	AA
JFK-PIT	Pittsburgh	AA
JFK-PUJ	Punta Cana	AA
JFK-RDU	Raleigh-Durham	AA
JFK-RIC	Richmond	AA
JFK-SAN	San Diego	AA
JFK-SAT	San Antonio	AA
JFK-SFO	San Francisco	AA
JFK-SJO	San Jose	AA
JFK-YUL	Montreal	AA

JFK-YYZ	Toronto	AA
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Routes from Los Angeles (LAX)	Destination	Operated By
LAX-ABQ	Albuquerque	AA
LAX-ANC	Anchorage	AA
LAX-ASE	Aspen	AA
LAX-ELP	El Paso	AA
LAX-EUG	Eugene	AA
LAX-FAT	Fresno	AA
LAX-HNL	Honolulu	AA
LAX-LAS	Las Vegas	AA
LAX-MFR	Medford	AA
LAX-PDX	Portland	AA
LAX-PHX	Phoenix	AA
LAX-RDM	Redmond	AA
LAX-RNO	Reno	AA
LAX-SAN	San Diego	AA
LAX-SEA	Seattle	AA
LAX-SFO	San Francisco	AA
LAX-SJC	San Jose	AA
LAX-SJD	San Jose del Cabo	AA
LAX-SMF	Sacramento	AA
LAX-YVR	Vancouver	AA

Routes from Orlando (MCO)	Destination	Operated By
MCO-CLT	Charlotte	AA
MCO-DFW	Dallas-Fort Worth	AA
MCO-MIA	Miami	AA
MCO-PHX	Phoenix	AA

Routes from Miami (MIA)	Destination	Operated By
MIA-ATL	Atlanta	AA
MIA-AUS	Austin	AA
MIA-BHM	Birmingham	AA
MIA-CHS	Charleston	AA
MIA-CLT	Charlotte	AA
MIA-DEN	Denver	AA
MIA-DFW	Dallas-Fort Worth	AA
MIA-EYW	Key West	AA
MIA-GNV	Gainesville	AA
MIA-GSP	Greenville	AA
MIA-IAH	Houston	AA
MIA-MCO	Orlando	AA

MIA-MSY	New Orleans	AA
MIA-PNS	Pensacola	AA
MIA-SAV	Savannah	AA
MIA-SJU	San Juan	AA
MIA-STT	St. Thomas	AA
MIA-STX	St. Croix Island	AA
MIA-TLH	Tallahassee	AA
MIA-TPA	Tampa	AA
MIA-ANU	Antigua	AA
MIA-AUA	Oranjestad	AA
MIA-BAQ	Barranquilla	AA
MIA-BGI	Bridgetown	AA
MIA-BOG	Bogota	AA
MIA-BSB	Brasilia	AA
MIA-CAP	Cap-Haitien	AA
MIA-CLO	Cali	AA
MIA-COR	Cordoba	AA
MIA-CTG	Cartagena	AA
MIA-CUN	Cancun	AA
MIA-CUR	Willemstad	AA
MIA-ELH	North Eleuthera	AA
MIA-FDF	Fort-de France	AA
MIA-FPO	Freeport	AA
MIA-GCM	Grand Cayman	AA
MIA-GEO	Georgetown	AA
MIA-GGT	George Town	AA
MIA-GND	Grenada	AA
MIA-GUA	Guatemala City	AA
MIA-GYE	Guayaquil	AA
MIA-KIN	Kingston	AA
MIA-LIM	Lima	AA
MIA-LIR	Liberia	AA
MIA-MAO	Manaus	AA
MIA-MAR	Maracaibo	AA
MIA-MBJ	Montego Bay	AA
MIA-MDE	Rio Negro	AA
MIA-MEX	Mexico City	AA
MIA-MGA	Managua	AA
MIA-MHH	Marsh Harbour	AA
MIA-MTY	Monterrey	AA
MIA-MVD	Montevideo	AA
MIA-NAS	Nassau	AA
MIA-PAP	Port-au-prince	AA

MIA-PLS	Providenciales	AA
MIA-POP	Puerto Plata	AA
MIA-POS	Port of Spain	AA
MIA-PTY	Panama City	AA
MIA-PUJ	Punta Cana	AA
MIA-PUJ	Punta Cana	AA
MIA-SAP	San Pedro Sula	AA
MIA-SDQ	Santo Domingo	AA
MIA-SJO	San Jose	AA
MIA-SKB	Basse Terre	AA
MIA-STI	Santiago	AA
MIA-SXM	Philipsburg	AA
MIA-TGU	Tegucigalpa	AA
MIA-UIO	Quito	AA
MIA-UVF	Saint Lucia	AA

Routes from Minneapolis (MSP)	Destination	Operated By
MSP-DCA	Washington	AA
MSP-DFW	Dallas-Fort Worth	AA
MSP-ORD	Chicago	AA
MSP-PHX	Phoenix	AA

Routes from Chicago (ORD)	Destination	Operated By
ORD-ABE	Allentown	AA
ORD-ABQ	Albuquerque	AA
ORD-ALO	Waterloo	AA
ORD-ANC	Anchorage	AA
ORD-ATL	Atlanta	AA
ORD-ATW	Appleton	AA
ORD-AUS	Austin	AA
ORD-AVP	Scranton	AA
ORD-AZO	Kalamazoo	AA
ORD-BHM	Birmingham	AA
ORD-BIS	Bismarck	AA
ORD-BMI	Bloomington	AA
ORD-BNA	Nashville	AA
ORD-BOI	Boise	AA
ORD-BUF	Buffalo	AA
ORD-BWI	Baltimore	AA
ORD-BZN	Bozeman	AA
ORD-CAK	Akron	AA
ORD-CHO	Charlottesville	AA
ORD-CID	Cedar Rapids	AA



ORD-CLE	Cleveland	AA
ORD-CLT	Charlotte	AA
ORD-CMH	Columbus	AA
ORD-CMI	Champaign	AA
ORD-COS	Colorado Springs	AA
ORD-COU	Columbia	AA
ORD-CRW	Charleston	AA
ORD-CVG	Cincinnati	AA
ORD-CWA	Wassau	AA
ORD-DAY	Dayton	AA
ORD-DBQ	Dubuque	AA
ORD-DCA	Washington	AA
ORD-DEN	Denver	AA
ORD-DFW	Dallas-Fort Worth	AA
ORD-DLH	Duluth	AA
ORD-DSM	Des Moines	AA
ORD-DTW	Detroit	AA
ORD-ELP	El Paso	AA
ORD-ERI	Erie	AA
ORD-EVV	Evansville	AA
ORD-EWR	Newark	AA
ORD-FAI	Fairbanks	AA
ORD-FAR	Fargo	AA
ORD-FCA	Kalispell	AA
ORD-FLL	Fort Lauderdale	AA
ORD-FNT	Flint	AA
ORD-FSD	Sioux Falls	AA
ORD-FWA	Fort Wayne	AA
ORD-GRB	Green Bay	AA
ORD-GRR	Grand Rapids	AA
ORD-GSO	Greensboro	AA
ORD-GSP	Greenville	AA
ORD-HPN	White Plains	AA
ORD-HSV	Huntsville	AA
ORD-IAH	Houston	AA
ORD-ICT	Wichita	AA
ORD-IND	Indianapolis	AA
ORD-JAC	Jackson Hole	AA
ORD-JAX	Jacksonville	AA
ORD-JLN	Joplin	
ORD-LAN	Lansing	AA
ORD-LAS	Las Vegas	AA
ORD-LAX	Los Angeles	AA

ORD-LEX	Lexington KY	AA
ORD-LGA	New York	AA
ORD-LIT	Little Rock	AA
ORD-LSE	La Crosse	AA
ORD-MCI	Kansas City	AA
ORD-MCO	Orlando	AA
ORD-MDT	Harrisburg	AA
ORD-MEI	Meridian	AA
ORD-MEM	Memphis	AA
ORD-MHK	Manhattan	AA
ORD-MIA	Miami	AA
ORD-MKE	Milwaukee	AA
ORD-MLI	Moline	AA
ORD-MQT	Marquette	AA
ORD-MSN	Madison	AA
ORD-MSO	Missoula	AA
ORD-MSP	Minneapolis	AA
ORD-MSY	New Orleans	AA
ORD-OKC	Oklahoma City	AA
ORD-OMA	Omaha	AA
ORD-ORF	Norfolk	AA
ORD-PDX	Portland	AA
ORD-PHL	Philadelphia	AA
ORD-PHX	Phoenix	AA
ORD-PIA	Peoria	AA
ORD-PIT	Pittsburgh	AA
ORD-RAP	Rapid City	AA
ORD-RDU	Raleigh-Durham	AA
ORD-RIC	Richmond	AA
ORD-RNO	Reno	AA
ORD-ROC	Rochester	AA
ORD-RST	Rochester	AA
ORD-SAN	San Diego	AA
ORD-SAT	San Antonio	AA
ORD-SCE	State College	AA
ORD-SDF	Louisville	AA
ORD-SEA	Seattle	AA
ORD-SFO	San Francisco	AA
ORD-SGF	Springfield	AA
ORD-SJC	San Jose	AA
ORD-SLC	Salt Lake City	AA
ORD-SMF	Sacramento	AA
ORD-SNA	Santa Ana	AA

ORD-STL	St. Louis	AA
ORD-SUX	Sioux City	AA
ORD-SYR	Syracuse	AA
ORD-TOL	Toledo	AA
ORD-TPA	Tampa	AA
ORD-TUL	Tulsa	AA
ORD-TUS	Tucson	AA
ORD-TVC	Traverse City	AA
ORD-TYS	Knoxville	AA
ORD-XNA	Bentonville	AA
ORD-YQB	Quebec	AA
ORD-YUL	Montreal	AA
ORD-YVR	Vancouver	AA
ORD-YYC	Calgary	AA
ORD-YYZ	Toronto	AA

Routes from Philadelphia (PHL)	Destination	Operated By
PHL-ABE	Allentown	AA
PHL-ALB	Albany	AA
PHL-ART	Watertown	AA
PHL-ATL	Atlanta	AA
PHL-AUA	Oranjestad	AA
PHL-AUS	Austin	AA
PHL-AVL	Asheville	AA
PHL-AVP	Scranton	AA
PHL-BDL	Hartford	AA
PHL-BGR	Bangor	AA
PHL-BHM	Birmingham	AA
PHL-BNA	Nashville	AA
PHL-BOS	Boston	AA
PHL-BTV	Burlington	AA
PHL-BUF	Buffalo	AA
PHL-BWI	Baltimore	AA
PHL-CAE	Columbia	AA
PHL-CAK	Akron	AA
PHL-CHO	Charlottesville	AA
PHL-CHS	Charleston	AA
PHL-CLE	Cleveland	AA
PHL-CLT	Charlotte	AA
PHL-CMH	Columbus	AA
PHL-CUN	Cancun	AA
PHL-CVG	Cincinnati	AA
PHL-DAY	Dayton	AA

PHL-DCA	Washington D.C.	AA
PHL-DEN	Denver	AA
PHL-DFW	Dallas-Fort Worth	AA
PHL-DSM	Des Moines	AA
PHL-DTW	Detroit	AA
PHL-EYW	Key West	AA
PHL-FLL	Fort Lauderdale	AA
PHL-FWA	Fort Wayne	AA
PHL-GRR	Grand Rapids	AA
PHL-GSO	Greensboro	AA
PHL-GSP	Greenville	AA
PHL-HVN	New Haven	AA
PHL-IAH	Houston	AA
PHL-ILM	Wilmington	AA
PHL-IND	Indianapolis	AA
PHL-IPT	Williamsport	AA
PHL-ISP	Islip	AA
PHL-ITH	Ithaca	AA
PHL-JAX	Jacksonville	AA
PHL-LAS	Las Vegas	AA
PHL-LAX	Los Angeles	AA
PHL-LEX	Lexington KY	AA
PHL-LGA	New York	AA
PHL-MBJ	Montego Bay	AA
PHL-MCI	Kansas City	AA
PHL-MCO	Orlando	AA
PHL-MDT	Harrisburg	AA
PHL-MEM	Memphis	AA
PHL-MHT	Manchester NH	AA
PHL-MIA	Miami	AA
PHL-MKE	Milwaukee	AA
PHL-MLB	Melbourne	AA
PHL-MSN	Madison	AA
PHL-MSP	Minneapolis	AA
PHL-MSY	New Orleans	AA
PHL-MYR	Myrtle Beach	AA
PHL-NAS	Nassau	AA
PHL-OKC	Oklahoma City	AA
PHL-OMA	Omaha	AA
PHL-ORD	Chicago	AA
PHL-ORF	Norfolk	AA
PHL-ORH	Worcester	AA
PHL-PBI	West Palm Beach	AA

PHL-PDX	Portland	AA
PHL-PHF	Newport News	AA
PHL-PHX	Phoenix	AA
PHL-PIT	Pittsburgh	AA
PHL-PNS	Pensacola	AA
PHL-PUJ	Punta Cana	AA
PHL-PVD	Providence	AA
PHL-PWM	Portland	AA
PHL-RDU	Raleigh-Durham	AA
PHL-RIC	Richmond	AA
PHL-ROA	Roanoke	AA
PHL-ROC	Rochester	AA
PHL-RSW	Fort Myers	AA
PHL-SAN	San Diego	AA
PHL-SAT	San Antonio	AA
PHL-SAV	Savannah	AA
PHL-SBY	Salisbury	AA
PHL-SCE	State College	AA
PHL-SDF	Louisville	AA
PHL-SEA	Seattle	AA
PHL-SFO	San Francisco	AA
PHL-SJU	San Juan	AA
PHL-SRQ	Bradenton	AA
PHL-STL	St. Louis	AA
PHL-SWF	Newburgh	AA
PHL-SYR	Syracuse	AA
PHL-TPA	Tampa	AA
PHL-TYS	Knoxville	AA
PHL-XNA	Fayetteville	AA
PHL-YHZ	Halifax	AA
PHL-YOW	Ottawa	AA
PHL-YUL	Montreal	AA
PHL-YYZ	Toronto	AA

Routes from Seattle (SEA)	Destination	Operated By
SEA-DFW	Dallas-Fort Worth	AA

Routes from Toronto (YYZ)	Destination	Operated By
YYZ-CLT	Charlotte	AA
YYZ-DFW	Dallas-Fort Worth	AA
YYZ-JFK	New York	AA
YYZ-LGA	New York	AA
YYZ-MIA	Miami	AA

YYZ-ORD	Chicago	AA
YYZ-PHL	Philadelphia	AA

Routes from Dublin (DUB)	Destination	Operated By
DUB-CLT	Charlotte	AA
DUB-DFW	Dallas-Fort Worth	AA
DUB-ORD	Chicago	AA
DUB-PHL	Philadelphia	AA
DUB-BDL	Hartford	EI
DUB-BOS	Boston	EI
DUB-EWR	Newark	EI
DUB-IAD	Washington Dulles	EI
DUB-JFK	New York Kennedy	EI
DUB-LAX	Los Angeles	EI
DUB-MCO	Orlando	EI
DUB-MIA	Miami	EI
DUB-MSP	Minneapolis	EI
DUB-ORD	Chicago O'Hare	EI
DUB-PHL	Philadelphia	EI
DUB-SEA	Seattle	EI
DUB-SFO	San Francisco	EI
DUB-YYZ	Toronto	EI
DUB-YUL	Montreal	EI
DUB-ABZ	Aberdeen	EI
DUB-ACE	Lanzarote	EI
DUB-AGP	Malaga	EI
DUB-AMS	Amsterdam	EI
DUB-BCN	Barcelona	EI
DUB-BHX	Birmingham	EI
DUB-BIO	Bilbao	EI
DUB-BOD	Bordeaux	EI
DUB-BRS	Bristol	EI
DUB-BRU	Brussels	EI
DUB-CDG	Paris Charles de Gaulle	EI
DUB-CFN	Donegal	EI
DUB-DUS	Dusseldorf	EI
DUB-EDI	Edinburgh	EI
DUB-FAO	Faro	EI
DUB-GLA	Glasgow	EI
DUB-HAM	Hamburg	EI
DUB-IOM	Isle of Man	EI
DUB-JER	Jersey	EI
DUB-KIR	Killarney	EI

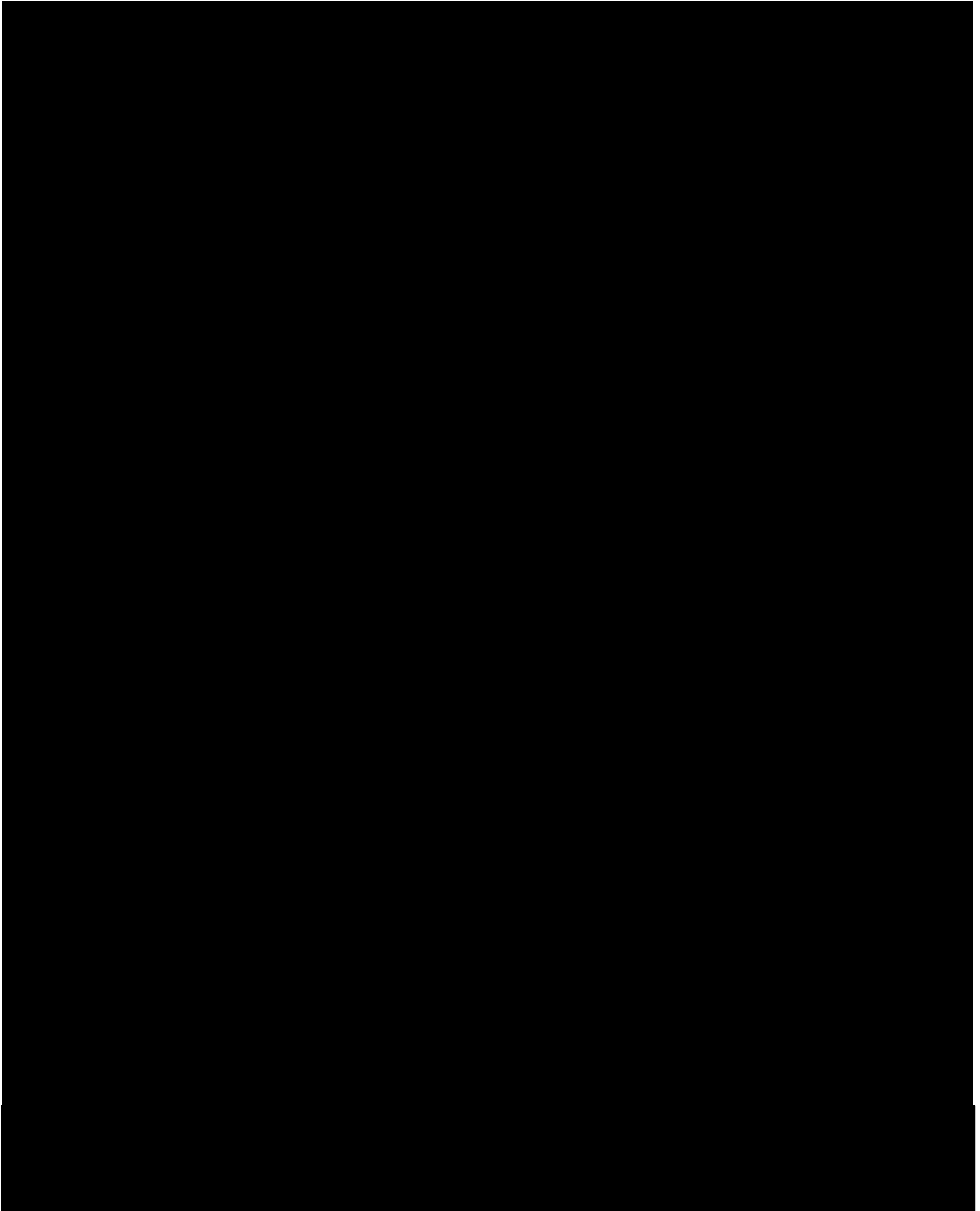
DUB-LBA	Leeds	EI
DUB-LCY	London City	EI
DUB-LGW	London Gatwick	EI
DUB-LHR	London Heathrow	EI
DUB-LIN	Milan Linate	EI
DUB-LIS	Lisbon	EI
DUB-LYS	Lyon	EI
DUB-MAN	Manchester	EI
DUB-NCL	Newcastle	EI
DUB-NQY	Cornwall	EI
DUB-NTE	Nantes	EI
DUB-PGF	Perpignan-Rivesaltes	EI
DUB-PRG	Prague	EI
DUB-PUY	Pula	EI
DUB-TXL	Berlin	EI
DUB-VRN	Verona	EI
DUB-ZRH	Zurich	EI

Routes from London (LHR)	Destination	Operated By
LHR-BHD	Belfast	EI
LHR-ORK	Cork	EI

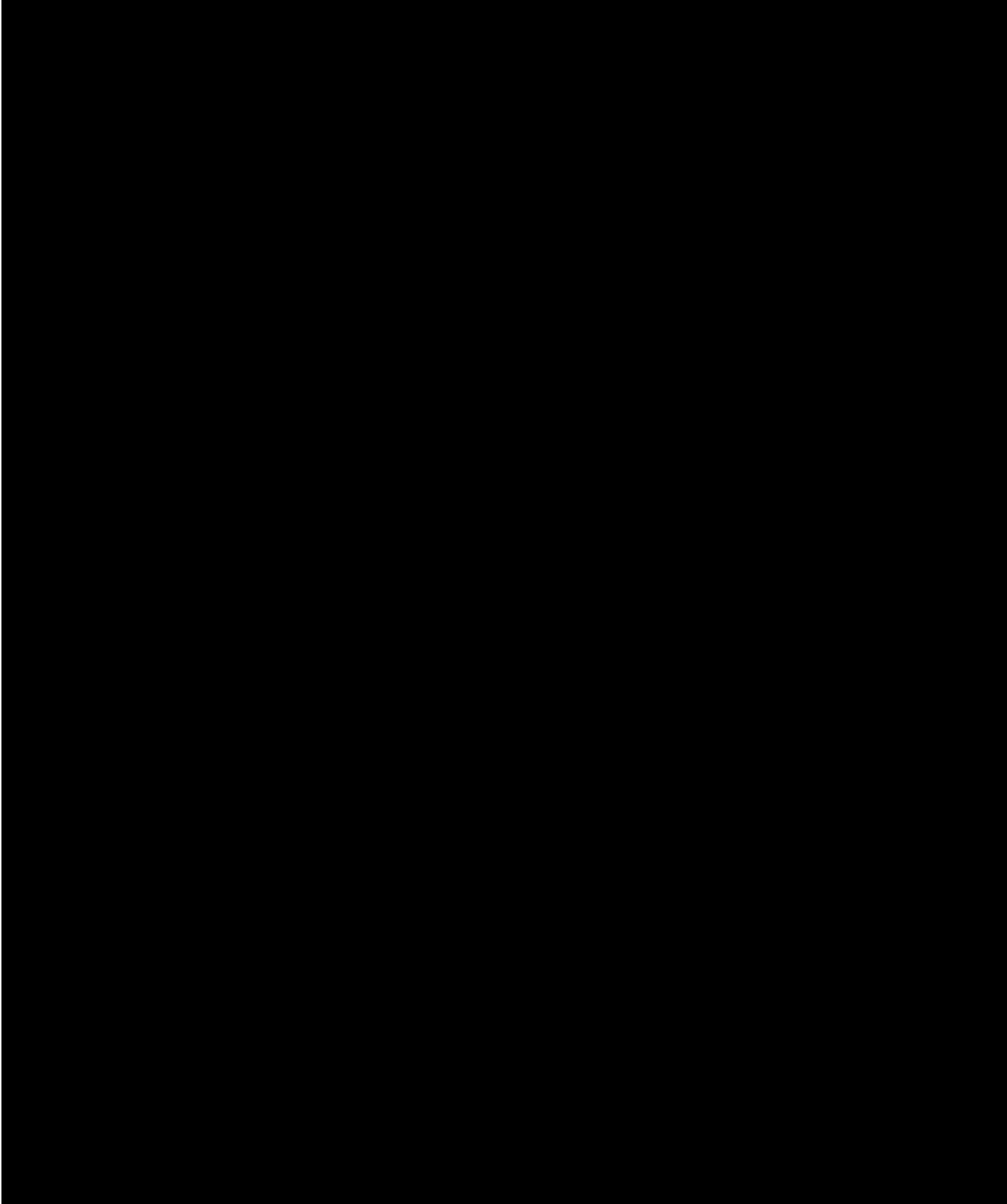
Routes from Shannon (SNN)	Destination	Operated By
SNN-PHL	Philadelphia	AA
SNN-BOS	Boston	EI
SNN-JFK	New York Kennedy	EI
SNN-LHR	London Heathrow	EI

Routes from Cork (ORK)	Destination	Operated By
ORK-AMS	Amsterdam	EI
ORK-BCN	Barcelona	EI
ORK-EDI	Edinburgh	EI
ORK-MAN	Manchester	EI

## ANNEX C

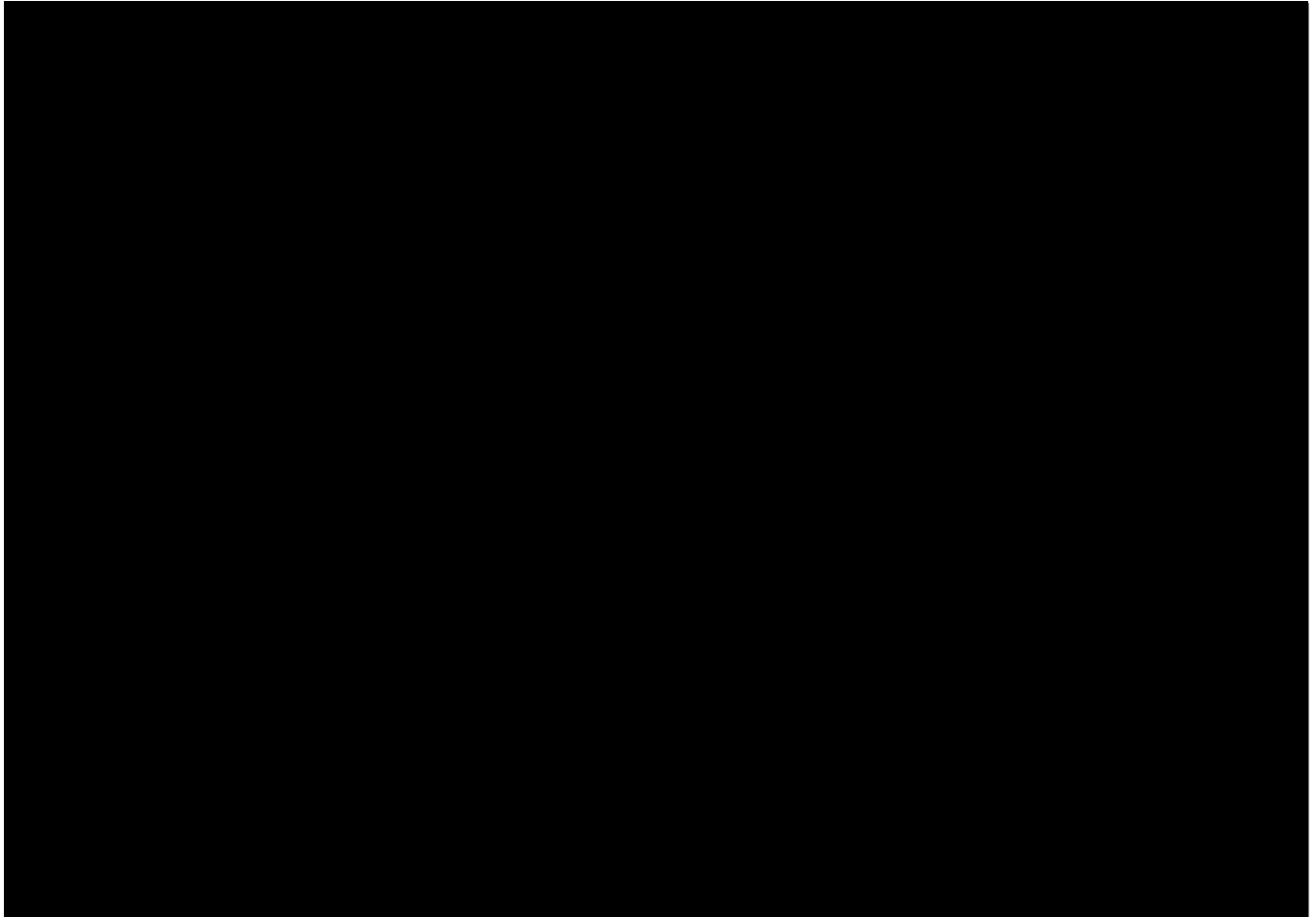








**ANNEX D**  
**FINANCIAL SETTLEMENT**



## **ANNEX E**

### **GOVERNMENTAL APPROVALS**

American shall secure and maintain the following governmental approvals:

1. Economic authority (including Statement of Authorization under 14 CFR, Part 212) from the United States Department of Transportation (“DOT”) to codeshare with Aer Lingus over the Codeshared Routes.
2. License from the Irish Aviation Authority to enter into the codesharing arrangement with Aer Lingus.

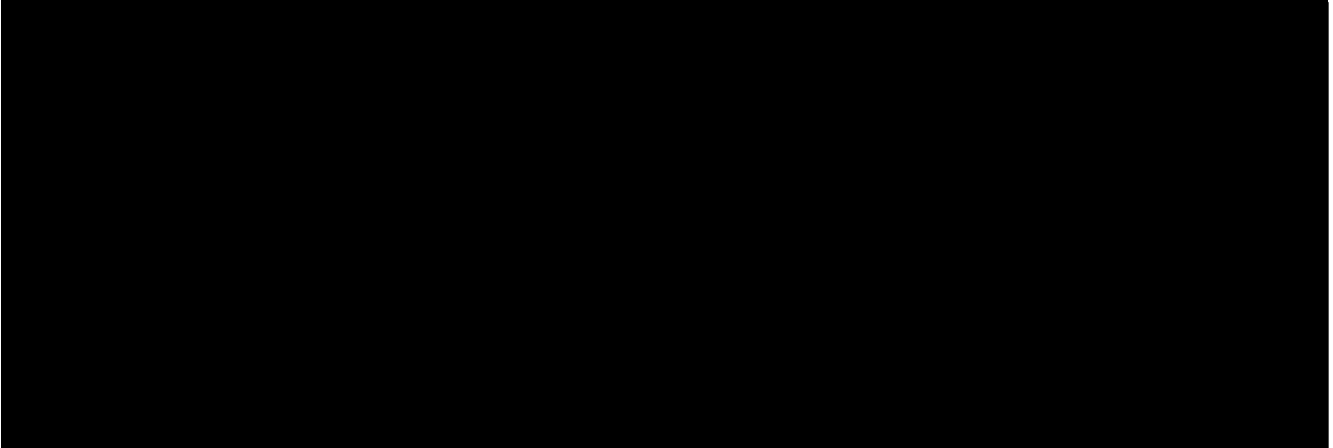
Aer Lingus shall secure and maintain the following governmental approvals:

1. Economic authority from the Irish Aviation Authority to codeshare with American over the Codeshared Routes.
2. Economic authority from the DOT (including Statement of Authorization under 14 CFR, Part 212) to codeshare with American.

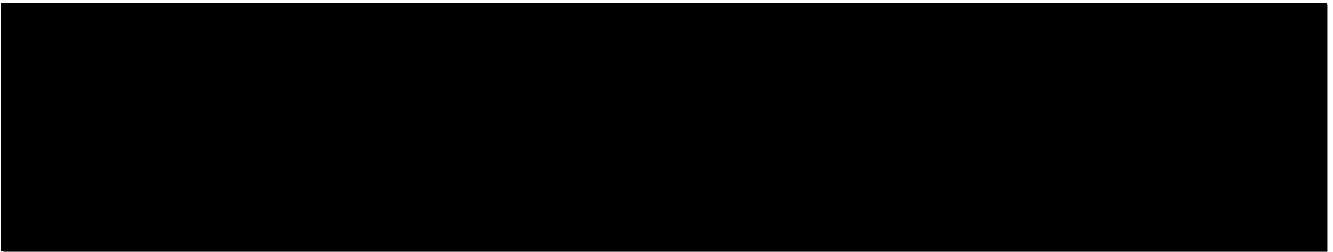
## **ANNEX F**

### **List of Authorized Wet Lessors**

For Aer Lingus:



For American:



## **EXHIBIT 2**

### **American's Compliance Statement on Aer Lingus' IOSA**

Compliance Statement for  
Aer Lingus Limited (EIN)  
CERS 210126658

American Airlines, Inc., pursuant to the Codeshare Safety Program Guidelines issued by the Department of Transportation on December 22, 2015, hereby submits this compliance statement.

1. An IATA Operational Safety Audit (IOSA) of Aer Lingus Limited (EIN) was conducted by Aviation Quality Services during the period of May 24-28, 2021. The audit expiry is October 21, 2023.
2. The audit was conducted in accordance with the audit program that American Airlines submitted to DOT/FAA under the referenced Guidelines.
3. The FAA has determined that Ireland is a Category 1 country under the International Aviation Safety Assessment Program dated May 25, 2021.
4. American Airlines reviewed the IOSA Audit Report (IAR) and confirms that all areas of Aer Lingus Limited (EIN) operations meet the applicable ICAO standards for U. S. codeshare.
5. The IOSA Audit Report is available for FAA review.



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September 15, 2021